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BOARD OF SUPERVISORS

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March 03, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

18 March 3, 2015

PATRICK OGAWA
ACTING EXECUTIVE OFFICER

**APPROVAL TO EXECUTE A MASTER AGREEMENT WORK ORDER FOR THE PROVISION OF
TEMPORARY PERSONNEL SERVICES AND ONE SOLE SOURCE CONTRACT TO SUPPORT
THE CHRONIC DISEASE PREVENTION STRATEGY IN LOS ANGELES PROJECT
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Request approval to execute a Master Agreement Work Order with Public Health Foundation Enterprises, Inc. for the provision of temporary personnel services and a sole source contract with Community Partners, the fiscal sponsor of the Los Angeles Food Policy Council, to support the Chronic Disease Prevention Strategy in Los Angeles project.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize and instruct the Interim Director of the Department of Public Health (DPH), or her designee, to execute a Master Agreement Work Order (MAWO), substantially similar to Exhibit I, with Public Health Foundation Enterprises, Inc. for the provision of temporary personnel services to support the Chronic Disease Prevention Strategy in Los Angeles (CDPS) project, effective date of Board approval through February 28, 2017, at a total maximum obligation of \$2,897,637; fully offset by Centers for Disease Control and Prevention (CDC) Notice of Award (NA) Number 1U58DP005509.
2. Authorize and instruct the Interim Director of DPH, or her designee, to execute a sole source contract, substantially similar to Exhibit II, with Community Partners, the fiscal sponsor of the Los Angeles Food Policy Council (LAFPC), to support the CDPS project, effective date of Board approval through September 29, 2015, at a maximum obligation of \$146,250, fully funded by CDC funds.

3. Delegate authority to the Interim Director of DPH, or her designee, to execute amendments to the contract with Community Partners that extend the term through September 29, 2018, at an estimated annual maximum obligation of \$200,000; adjust the term through March 31, 2019 at no additional cost, if needed; allow the rollover of unspent contract funds; and/or provide an increase or decrease in funding up to ten percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).

4. Delegate authority to the Interim Director of DPH, or her designee, to execute change notices to the contract with Community Partners that authorize modifications to or within budget categories, up to an adjustment between all budget categories equal to ten percent of each term's annual base maximum obligation, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On November 12, 2014, your Board authorized the Interim Director of DPH, to accept NA Number 1U58DP005509-01, from the CDC to support the CDPS project – to be based in the City of Los Angeles (City), for the award period of September 30, 2014 through September 29, 2015, in the amount of \$3,520,000.

Approval of Recommendation 1 will allow DPH to execute a MAWO to support up to 18 contract personnel, as outlined in Exhibit I, to support the CDPS project. These personnel will provide leadership, coordination, program management, data collection and evaluation, general administrative support, and other specialized programmatic services that are of a professional, technical, and/or temporary nature that will contribute to DPH's efforts to improve the health of the residents of the City. Upon termination of the MAWO, 12 of the 18 items will be transitioned to County temporary "N" items, six of which will be requested in the fiscal year (FY) 2016-17 Budget while the remaining six are vacant items within DPH's Division of Chronic Disease and Injury Prevention (DCDIP) or elsewhere in DPH.

Approval of Recommendation 2 will allow DPH to execute a sole source contract with Community Partners, the fiscal sponsor of LAFPC, to support DPH's CDPS project. The CDPS project, based in the City, will implement a comprehensive model of chronic disease prevention and management by employing environmental (e.g., joint use agreements, increasing healthy food options in the food environment, community plans that address pedestrian access and safety issues) and health systems (e.g., meaningful use of electronic health records, coordination of clinical and community services) change strategies to improve quality of care and linkages between clinics and community resources that benefit patients with heart disease, type 2 diabetes, prediabetes, and/or obesity. A key focus area of the CDPS comprehensive model is the Healthy Neighborhood Market Network's (HNMN) Cooperative Purchasing Project, a project of the LAFPC which seeks to empower small neighborhood market owners in underserved communities to incorporate fresh fruits and vegetables into their businesses. This innovative work represents a promising strategy to increase access to and consumption of fresh fruits and vegetables and other healthy food items within the City.

Community Partners has served as the fiscal sponsor of LAFPC since 2012, after the City of Los Angeles created and launched the collective impact initiative in 2011 to advance the mission of building a Good Food system for all of Los Angeles. LAFPC brings together leaders and experts

from across sectors, geographies, and socio-economic communities to strengthen connections throughout the food system, and to facilitate and coordinate system change.

Through policy creation and cooperative relationships, LAFPC's goals are to reduce hunger, improve public health, increase equity in our communities, create good jobs, stimulate local economic activity, and foster environmental stewardship. In particular, the LAFPC aims to connect environmental sustainability and local agriculture with efforts to expand access to healthy food in underserved communities.

Through HNMN, the LAFPC has engaged many neighborhood market owners in low-income communities, for example, through multi-lingual training events to connect store-owners with available resources. In 2013, over 160 neighborhood market owners and food entrepreneurs in South Los Angeles and Boyle Heights participated in these training events. The CDC requires and has approved funding to support the implementation of this neighborhood market network strategy as a way to promote healthy food access in the City through the expansion of cooperative purchasing and grocery store enhancements in the community.

Approval of Recommendation 3 will allow DPH to execute amendments to the contract with Community Partners to extend and/or adjust the term of the contract; rollover unspent funds; and/or increase or decrease funding up to ten percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary. This recommended action will enable DPH to amend the contract to adjust the term for a period of up to six months beyond the expiration date. Such amendments will only be executed if and when there is an unanticipated extension of the term of the applicable grant funding to allow additional time to complete services and utilize grant funding. This authority is being requested to enhance DPH's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant Funds.

Recommendation 3 will also enable DPH to amend the contract to allow for the provision of additional units of funded services that are above the service level identified in the current contract and/or the inclusion of unreimbursed eligible costs, based on the availability of grant funds and grantor approval. While the County is under no obligation to pay a contractor beyond what is identified in the original executed contract, the County may determine that the contractor has provided evidence of eligible costs for qualifying contracted services and that it is in the County's best interest to increase the maximum contract obligation as a result of receipt of additional grant funds or a determination that funds should be reallocated. This recommendation has no impact on net County cost.

Approval of Recommendation 4 will allow DPH to execute change notices to the contract that authorize modifications to or within budget categories, up to an adjustment between all budget categories equal to ten percent of each term's annual base maximum obligation, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions.

Implementation of Strategic Plan Goals

The recommended actions support Goal 2, Community Support and Responsiveness, and Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total maximum obligation for the MAWO with Public Health Foundation Enterprises, Inc. is \$2,897,637 for the period effective date of Board approval through February 28, 2017; fully offset by CDC funds.

The total estimated maximum obligation for the contract with Community Partners is \$746,250; \$146,250 for the period effective date of Board approval through September 29, 2015 and approximately \$200,000 annually thereafter for three additional one-year optional terms through September 29, 2018, fully offset by CDC funds. The term may be adjusted through March 31, 2019. This six month no-cost extension will allow DPH to maximize available resources and finalize project activities.

There is no net County cost associated with this action.

Funding has been included in DPH's FY 2014-15 Adopted Budget and will be included in future FYs, as necessary. Additionally, DPH will request six additional items in the FY2016-17 Budget to support the transition of the contract personnel to County personnel.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On October 19, 2010, your Board approved execution of Master Agreements with seven agencies for the provision of temporary personnel services and delegated authority to the Director of DPH, or his designee, to execute work orders under the Master Agreements with the following criteria for each work order: a) \$399,999 or less annually, DPH will notify your Board of the work order once approved by County Counsel; b) \$400,000 to \$699,999 annually, upon approval from County Counsel, DPH will provide two weeks advance written notice to your Board and, unless otherwise instructed, will execute the work order; and c) \$700,000 or more annually, DPH will return to your Board for approval.

On November 12, 2014, your Board authorized the Interim Director of DPH, to accept NA Number 1U58DP005509-01, from the CDC to support the CDPS project for the award period of September 30, 2014 through September 29, 2015, in the amount of \$3,520,000.

County Counsel has approved Exhibits I and II as to use. Attachment A is the Sole Source Checklist approved by the CEO.

CONTRACTING PROCESS

On January 12, 2015, DPH issued a work order solicitation to the seven Master Agreement contractors for temporary personnel services (18 positions) to support the CDPS project. Work order bids were due February 9, 2015, and three were received. One of the bids was deemed non-responsive and disqualified. Another bidder requested and met the criteria to qualify as a Local Small Business Enterprise bidder, was granted the preference in the evaluation of cost, but was not deemed the lowest cost bidder. The successful Bidder, Public Health Foundation Enterprises, Inc., met all the requirements and submitted the lowest cost bid.

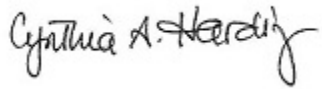
DPH intends to enter into a sole source contract with Community Partners, the fiscal sponsor of LAFPC. LAFPC is the only entity that operates the HNMN Cooperative Purchasing Project in the City

of Los Angeles. The HNMN Cooperative Purchasing Project is one of the required strategies listed as a deliverable under the CDC-funded CDPS project.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow DPH to implement and evaluate focused strategies to reduce obesity and other chronic disease risk factors that lead to death and disability from diabetes, heart disease, type 2 diabetes, stroke, and other chronic conditions throughout the City of Los Angeles.

Respectfully submitted,

A handwritten signature in black ink that reads "Cynthia A. Harding". The signature is written in a cursive, flowing style.

Cynthia A. Harding, M.P.H.

Interim Director

CAH:vv
#03160

Enclosures

c: Interim Chief Executive Officer
County Counsel
Acting Executive Officer, Board of Supervisors

COUNTY OF LOS ANGELES / DEPARTMENT OF PUBLIC HEALTH

MASTER AGREEMENT WORK ORDER
FOR
TEMPORARY PERSONNEL SERVICES

PUBLIC HEALTH FOUNDATION ENTERPRISES, INC.

This Master Agreement Work Order and Attachments made and entered into this ____ day of _____, 2015 by and between the County of Los Angeles, Department of Public Health (DPH), hereinafter referred to as County and Public Health Foundation Enterprises, Inc., hereinafter referred to as Contractor. Contractor is located at 12801 Crossroads Parkway South, Suite 200, City of Industry, California 91746.

RECITALS

WHEREAS, on November 1, 2010 the County of Los Angeles and Contractor, entered into Master Agreement Number PH-001416 to provide temporary personnel services for DPH; and

WHEREAS, on December 1, 2011, County and Contractor entered into Amendment Number 1 to update Master Agreement Number PH-001416 with certain terms and conditions; and

WHEREAS, on September 23, 2013, County and Contractor entered into Amendment Number 2 to Master Agreement Number PH-001416 to revise the Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 according to U.S. Department of Health and Human Services regulations; and

WHEREAS, Contractor submitted a response to Work Order Solicitation No. TEMP-WOS-038 released by the County for temporary personnel services; and

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this Master Agreement Work Order (MAWO) and under the terms and conditions herein set forth; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Attachments A, B, C-I, C-II, C-III, D, and E are attached to and form a part of this MAWO. In the event of any conflict or inconsistency in the definition or interpretation of any work, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Attachments, or between Attachments, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement, including any Amendments thereto, MAWO, and then to the Attachments according to the following priority.

Standard Attachments:

- 1.1 Attachment A - Statement of Work
- 1.2 Attachment B - Statement of Work - Goals and Objectives
- 1.3 Attachments C-I, C-II, and C-III - Line Item Budgets
- 1.4 Attachment D - Certification of No Conflict of Interest
- 1.5 Attachment E - Certification of Employee Status

2.0 WORK

Pursuant to the provisions of this work order, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Attachment A, Statement of Work, and Attachments B-I and B-II, Statement of Work - Goals and Objectives, and shall constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this work order.

3.0 TERM OF MASTER AGREEMENT WORK ORDER

The term of this MAWO shall commence upon date of Board approval and continue in full force and effect through February 28, 2017, unless sooner terminated or extended, in whole or in part, as provided in Paragraph 5.0 of this MAWO.

4.0 CONTRACT RATES - PERSONNEL

Contractor shall provide the personnel in the specified job classifications at the specified rates in Attachments C-I, C-II, and C-III, Line Item Budgets. Contractor shall not add or replace specified personnel without the prior written permission of the County Project Director or his designee.

5.0 CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY

In order for County to maintain flexibility with regards to budget and expenditure reductions, Contractor agrees that Director may cancel this MAWO, without cause, upon the giving of ten (10) calendar day's written notice to Contractor. In the alternative to cancellation, Director may, at his or her sole discretion, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this MAWO via written Amendment. To implement such, an Amendment to the MAWO shall be prepared by Director and executed by the Contractor and by the Director pursuant to Master Agreement, Paragraph 8.0, Standard Terms and Conditions, subparagraph 8.1.5.

6.0 FUNDING SOURCE

Provision of services under this MAWO for the Chronic Disease Prevention Strategy in Los Angeles project is 100 percent offset by Centers for Disease Control and Prevention Notice of Award Number 1U58DP005509.

7.0 MAXIMUM TOTAL COST AND PAYMENT

7.1 The Maximum Total Cost that County will pay Contractor for all Services to be provided under this MAWO for Temporary Personnel Services shall not exceed the amount of Two Million Eight Hundred Ninety Seven Thousand Six Hundred Thirty Seven Dollars (\$2,897,637) for the period of performance commencing upon date of Board approval through February 28, 2017 unless otherwise revised or amended under the terms of this MAWO.

7.2 County agrees to compensate Contractor in accordance with the payment structure as set forth in Attachments C-I, C-II, and C-III, Line Item Budgets attached hereto and incorporated herein by reference.

7.3 Contractor shall satisfactorily perform and complete all required Services in accordance with Attachment A, Statement of Work, notwithstanding the fact that total payment from County shall not exceed the Total Maximum Amount. Performance of services as used in this Paragraph includes time spent

performing any of the service activities designated in the Attachment(s) including, but not limited to, any time spent on the preparation for such activities.

- 7.4 All invoices submitted by Contractor for payment must be submitted monthly for approval to the County Project Manager, or her designee; no later than thirty (30) calendar days after month end.
- 7.5 Upon expiration or prior termination of this MAWO, Contractor shall submit to County Project Manager, within thirty (30) calendar days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoices to the County Project Manager within the specified period described above shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoices.
- 7.6 Contractor may request Director to modify the project budget. These requests will be reviewed and considered for approval if the Director determines that the requests are programmatically sound and fiscally appropriate. Additional budget modification instructions may be provided by County. The budget may only be modified after Contractor obtains the prior written approval of the Director. Retroactive budget modifications are not permitted. No modification shall increase the maximum total cost that County pays to Contractor as provided in Paragraph 7.1. Contractor may submit budget modification requests that seek to move funds within and between any budget categories. All budget modifications shall be incorporated into this MAWO by a written Change Notice executed by Contractor and the Director or designee.

8.0 CONFLICT OF INTEREST

Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this MAWO, further described in Master Agreement, Paragraph 8.9 Conflict of Interest. Each of Contractor's Temporary Personnel staff assigned to this Work Order shall sign Attachment D, Certification of No Conflict of Interest form.

9.0 MANDATORY COMPLETION DATE

Contractor shall provide all deliverables no later than the Completion Date identified in the Statement of Work-Goals and Objectives, Attachment B. The Contractor shall ensure all Services have been performed by such date.

10.0 SERVICES

In accordance with Master Agreement Subparagraph 3.3, Contractor may not be paid for any task, deliverable, service, or other work that is not specified in this MAWO, and/or that utilizes personnel not specified in this MAWO, and/or that exceeds the Total Maximum Amount of this MAWO, and/or that goes beyond the expiration date of this MAWO.

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ALL TERMS OF THE MASTER AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT SHALL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS MAWO. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS WORK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT. REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.

COUNTY OF LOS ANGELES

By: _____
Cynthia A. Harding, M.P.H.
Interim Director

Date: _____

By: Public Health Foundation
Enterprises, Inc.,
CONTRACTOR

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:
BY THE OFFICE OF THE COUNTY
COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division

Rev 2.11.15 - .fs

**LOS ANGELES COUNTY – DEPARTMENT OF PUBLIC HEALTH
STATEMENT OF WORK
CHRONIC DISEASE PREVENTION STRATEGY**

MAWO No: PH-001416- W20

1.0 DESCRIPTION OF SERVICES

- 1.1 Contractor and Contractor's personnel providing services under this Master Agreement Work Order (MAWO), acknowledge they are to be used on a temporary or time-limited basis. Contractor's assigned personnel are subject to the benefits, discipline, termination, salaries, and all other personnel provisions, as applicable, of the Contracting agency. Additionally, the Department of Public Health (DPH) may terminate the use of any of Contractor's assigned temporary personnel immediately, when it is determined by the Director of DPH, or his designee, that it would be in the best interest of DPH and/or the County to do so.
- 1.2 The purpose of this project is to hire fourteen (14) Full Time Equivalent (FTE) and four (4) Part Time Equivalent (PTE) positions for the Chronic Disease Prevention Strategy (CDPS) project to be based in the City of Los Angeles (City). DPH will partner with the Los Angeles County Department of Health Services, as well as other environmental and clinically-focused partners, to improve the health of adults in the City. CDPS will implement a comprehensive model of chronic disease prevention and management by employing environmental (e.g., joint use agreements, increasing healthy food options in the food environment, community plans that address pedestrian access and safety issues) and health systems (e.g., meaningful use of electronic health records, coordination of clinical and community services) change strategies to improve quality of care and linkages between clinics and community resources that benefit patients with heart disease, type 2 diabetes, prediabetes, and/or obesity.

2.0 PROJECT TERM

The term of the CDPS MAWO shall commence upon **date of Board approval** through February 28, 2017, unless sooner terminated or extended, in whole or in part, as provided in the MAWO.

3.0 COMPENSATION

- 3.1 County agrees to compensate Contractor on a cost reimbursement basis as described in the Master Agreement, Paragraph 5.6, COST REIMBURSEMENT.
- 3.2 Contractor shall provide the personnel in the specified job classifications at the specified rates submitted in response to the WOS, Attachment C-I, C-II, and C-III, Line Item Budgets. Contractor shall not add or replace specified personnel without the prior written permission of the County Project Director or his designee.

**LOS ANGELES COUNTY – DEPARTMENT OF PUBLIC HEALTH
STATEMENT OF WORK
CHRONIC DISEASE PREVENTION STRATEGY**

4.0 QUALITY ASSURANCE PLAN

- 4.1 The County will evaluate the Contractor's performance under this MAWO using the quality assurance procedures as defined in the Master Agreement, Paragraph 8.15, COUNTY'S QUALITY ASSURANCE PLAN.
- 4.2 The County will evaluate Contractor's personnel performance under the resultant MAWO using the measures defined in Attachment B, Statement of Work – Goals and Objectives.

5.0 RESPONSIBILITIES

5.1 COUNTY

The County will administer the Contract according to Paragraph 6.0, ADMINISTRATION OF MASTER AGREEMENT - COUNTY.

5.2 CONTRACTOR

- 5.2.1 The Contractor will administer the Contract according to Master Agreement, Paragraph 7.0, ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR.
- 5.2.2 Pursuant to Master Agreement, Paragraph 7.5, BACKGROUND AND SECURITY INVESTIGATIONS, Contractor shall ensure that staff performing services under this MAWO shall undergo and pass a background and security investigation to the satisfaction of the County prior to hire and as a condition of continuing to perform services under this work order.

6.0 SPECIFIC DESCRIPTION OF SERVICES - TEMPORARY PERSONNEL

In order for DPH's Division of Chronic Disease and Injury Prevention (DCDIP) to meet project goals and objectives, Contractor's assigned temporary personnel must meet all the minimum qualifications as a condition of beginning and continuing work throughout the Project term.

Please note, when referenced:

- 1) Analysis of programs is defined as the study and investigation of issues and problems of program development, implementation, administration, and evaluation; and the generation of applicable solutions and recommendations.
- 2) A degree in a discipline related to the core business function of DPH includes those related to implementation and/or administration of public health programs (or other related fields).

**LOS ANGELES COUNTY – DEPARTMENT OF PUBLIC HEALTH
STATEMENT OF WORK
CHRONIC DISEASE PREVENTION STRATEGY**

In addition to the terms and conditions specified in Master Agreement, Paragraph 7.3, APPROVAL OF CONTRACTOR'S STAFF, Contractor must provide County with appropriate documentation (e.g., copies of all required certificates, insurance, background/medical clearances, etc.) for the assigned temporary personnel which clearly demonstrates that the minimum requirements specified in the MAWO have been satisfied prior to beginning and continuing services under the resultant MAWO. Such documentation shall include, if applicable, any of the specified desirable qualifications.

6.1. Program Manager, Component 1 (1.0 FTE)

The Program Manager, Component 1 will have responsibility for management and administrative duties of the grant under the Principal investigator. The Component 1 Program Manager coordinates implementation of Component 1 activities and provides technical and analytic support to program staff and external partners.

6.1.1 The duties of the Program Manager, Component 1 include, but are not limited to:

- a. Oversee and manage all aspects of Component 1 of the CDPS grant, including programmatic and partner oversight;
- b. Oversee staff, and monitor multiple funded partners and agencies, including consultants, as they relate to Component 1;
- c. Interact with federal personnel and program managers from the Centers for Disease Control and Prevention (CDC) and Procurement and Grants Office (PGO) to foster communication, trust, and cultivate positive working relationships;
- d. Ensure compliance with all federal requirements, including allowable uses of grant funds, and timely submission of reports and program deliverables;
- e. Assist the Principal Investigator in managing annual operating budget as it relates to Component 1 programming;
- f. Oversee the completion of program deliverables, case studies, and other evaluation projects that are aligned with the outlined Component 1 strategies (as needed); and
- g. Other duties as assigned by the Principal Investigator.

**LOS ANGELES COUNTY – DEPARTMENT OF PUBLIC HEALTH
STATEMENT OF WORK
CHRONIC DISEASE PREVENTION STRATEGY**

6.1.2 Minimum Qualifications:

- A Bachelor's Degree from an accredited college or university with three to four years of experience in the analysis of public or non-public programs including those in health, public health, public policy, and social work/social welfare; A Master's Degree from an accredited college or university in a discipline related to the core business function of the department may be substituted for two years of the required experience; and
- Valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.

6.1.3 Desirable Qualifications:

- Excellent oral and written communication skills. Established track record for publishing in professional and peer review journals;
- Willing to work some evenings and weekends;
- Computer literate with skills in Microsoft Word, Power Point, Publisher, Excel, and similar programs;
- Experience in statistical analysis, including advanced skills in SAS, Stata or SPSS programming (sample documentation may be requested);
- Experience working in a government public health agency and in the areas of nutrition, physical activity promotion, and clinical preventive services;
- Experience working effectively with a broad range of stakeholders, including diverse communities, schools, private businesses, health systems;
- Strong organizational skills, initiative and follow-through;
- Ability to train, motivate, and guide staff;
- Demonstrated content expertise in nutrition and food environment structure, built environment and community planning, physical activity promotion, and/or clinical preventive services (sample documentation may be requested);
- Ability to act with judgment, confidence, and personal initiative, and work in a fast-paced and highly visible work environment; and
- Team player with strong interpersonal skills and a commitment to internal and external relationship building.

6.2 Program Manager, Component 2 (1.0 FTE)

The Program Manager, Component 2 will have responsibility for management and administrative duties of the grant under the Principal investigator. The Program Manager, Component 2 coordinates implementation of Component 2 activities and provides technical and analytic support to program staff and external partners.

**LOS ANGELES COUNTY – DEPARTMENT OF PUBLIC HEALTH
STATEMENT OF WORK
CHRONIC DISEASE PREVENTION STRATEGY**

6.2.1 The duties of the Program Manager, Component 2 include, but are not limited to :

- a. Oversee and manage all aspects of Component 2 of the CDPS grant, including programmatic and partner oversight;
- b. Oversee staff, and monitor multiple funded partners and agencies, including consultants, as they relate to Component 2;
- c. Interact with federal personnel and program managers from the CDC and PGO to foster communication, trust, and cultivate positive working relationships;
- d. Ensure compliance with all federal requirements, including allowable uses of grant funds, and timely submission of reports and program deliverables;
- e. Assist the Principal Investigator in managing annual operating budget as it relates to Component 2 programming;
- f. Oversee the completion of program deliverables, case studies, and other evaluation projects that are aligned with the outlined Component 2 strategies (as needed); and
- g. Other duties as assigned by the Principal Investigator.

6.2.2 Minimum Qualifications

- A Bachelor's Degree from an accredited college or university with three to four years of experience in the analysis of public or non-public programs including those in health, public health, public policy, and social work/social welfare; A Master's Degree from an accredited college or university in a discipline related to the core business function of the department may be substituted for two years of the required experience; and
- Valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.

6.2.3 Desirable Qualifications:

- Excellent oral and written communication skills with an established track record for publishing in professional and peer review journals;
- Willing to work some evenings and weekends;
- Computer literate with skills in Microsoft Word, Power Point, Publisher, Excel, and similar programs;
- Experience in statistical analysis, including advanced skills in SAS, Stata or SPSS programming;

**LOS ANGELES COUNTY – DEPARTMENT OF PUBLIC HEALTH
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CHRONIC DISEASE PREVENTION STRATEGY**

- Experience working in a government public health agency and in the areas of nutrition, physical activity promotion, and clinical preventive services;
- Experience working effectively with a broad range of stakeholders, including diverse communities, schools, private businesses, health systems;
- Strong organizational skills, initiative and follow-through;
- Ability to train, motivate, and guide staff;
- Demonstrated content expertise in nutrition and food environment structure, built environment and community planning, physical activity promotion, and/or clinical preventive services (sample documentation may be requested);
- Ability to act with judgment, confidence, and personal initiative, and work in a fast-paced and highly visible work environment; and
- Team player with strong interpersonal skills and a commitment to internal and external relationship building.

6.3 Evaluation Lead (1.0 FTE)

The Evaluation Lead will assume primary responsibility for evaluation activities of the CDPS grant. The position will provide expert guidance on evaluation designs, data management, and data analysis and supervise the day-to-day operations of CDPS evaluation.

6.3.1 The duties of the Evaluation Lead include, but are not limited to:

- a. Supervise and provide technical direction to the evaluation staff in conducting multiple studies on CDPS objectives and topics;
- b. Design, plan, implement, evaluate, and supervise data collection, study designs, management systems, original epidemiological studies, surveys, questionnaires, instrument development, and data analysis procedures of CDPS objectives to ensure the integrity of information collected;
- c. Maintain on-going technical assistance and communication with community agencies and research/evaluation partners;
- d. Write and disseminate research/evaluation findings in reports, articles in peer review scientific journals, and presentations at scientific meetings and community forums; and
- e. Other duties as assigned.

6.3.2 Minimum Qualifications

- A Master's degree from an accredited college or university with specialization in research, evaluation and epidemiologic methods or their equivalent -and- four years of experience designing, conducting, and

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evaluating studies and field investigations as a health scientist or equivalent position **-OR-** A Doctoral degree from an accredited college or university with specialization in research, evaluation and epidemiologic methods or their equivalent -and- two years of experience designing, conducting, and evaluating studies and field investigations;

- Excellent communication and writing skills with an established track record of publishing in professional and peer review journals;
- Experience in Statistical Analysis System (SAS), Stata, and other statistical software programming (sample documentation may be requested); and
- Valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.

6.3.3 Desirable Qualifications:

- Willing to work some evenings and weekends;
- Computer literate with skills in Microsoft Word, Power Point, Publisher, Excel, and similar programs;
- Strong organizational skills, initiative and follow-through;
- Ability to train, motivate, and supervise staff;
- Ability to act with judgment, confidence, and personal initiative, and work in a fast-paced and highly visible work environment;
- Team player with strong interpersonal skills and a commitment to internal and external relationship building;
- Experience in developing manuscripts or other publications for peer-review journals;
- Experience in leading the design and implementing research or evaluation studies to assess the impact of public health programs/interventions;
- Experience in mixed methods (qualitative as well as quantitative designs including focus groups, key informant interviews, Delphi technique, and quasi-experimental studies);
- Experience in data entry, cleaning, and management of complex data; and
- Experience in advanced data analysis.

6.4 Strategy Lead, Healthy Eating (4.0 FTE)

The Strategy Lead, Healthy Eating will be responsible for the management of the Healthy Eating strategy.

6.4.1 The duties of the Strategy Lead, Healthy Eating include, but are not limited to:

- a. Responsible for the day-to-day implementation of the healthy eating strategies;

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- b. Work closely with the Food Procurement Program manager to complete the CDPS healthy eating strategy goals;
- c. Complete reporting activity, case study and other evaluation projects as needed;
- d. Assist with the CDPS scope of work activities as needed; and
- e. Other duties as assigned by Principal Investigator.

6.4.2 Minimum Qualifications

- A Bachelor's Degree from an accredited college or university with at least three years of experience in the analysis of public or non-public programs including those in health, public health, public policy and/or social work/social welfare; A Master's Degree from an accredited college or university in a discipline related to the core business function of the department may be substituted for two years of the required experience; and
- Valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.

6.4.3 Desirable Qualifications:

- Excellent oral and written communication skills;
- Willing to work some evenings and weekends;
- Computer literate with skills in Microsoft Word, Power Point, Publisher, Excel, and similar programs;
- Strong organizational skills, initiative and follow-through;
- Established community outreach and health education experience;
- Experience with project management a plus;
- Content expertise in nutrition promotion and food policy;
- Experience working effectively with private businesses as well as public entities;
- Experience working with a variety of people and organizations to realize common goals;
- Experience working with ethnically diverse Los Angeles communities;
- Ability to act with judgment, confidence, and personal initiative, and work in a fast-paced and highly visible work environment; and
- Team player with strong interpersonal skills and a commitment to internal and external relationship building.

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6.5 Strategy Lead, Joint Use (1.0 FTE)

The Strategy Lead, Joint Use will be responsible for the management of the Joint Use strategy.

6.5.1 The duties of the Strategy Lead, Joint Use include, but are not limited to:

- a. Responsible for the day-to-day implementation of the joint use strategies;
- b. Work closely with the DPH Director of Cardiovascular Health to complete all CDPS joint use strategy goals;
- c. Complete reporting activity, case study and other evaluation projects as needed;
- d. Assist with the CDPS scope of work activities as needed; and
- e. Other duties as assigned by Principal Investigator.

6.5.2 Minimum Qualifications

- A Bachelor's Degree from an accredited college or university with at least three years of experience in the analysis of public or non-public programs including those in health, public health, public policy and/or social work/social welfare; A Master's Degree from an accredited college or university in a discipline related to the core business function of the department may be substituted for two years of the required experience; and
- Valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.

6.5.3 Desirable Qualifications

- Excellent oral and written communication skills;
- Willing to work some evenings and weekends;
- Computer literate with skills in Microsoft Word, Power Point, Publisher, Excel, and similar programs;
- Strong organizational skills, initiative and follow-through;
- Comfortable speaking in front of large groups;
- Experience with project management a plus;
- Content expertise in physical activity promotion and joint use agreement (sample documentation may be requested);

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- Experience working with a variety of people and organizations to realize common goals;
- Experience working with ethnically diverse Los Angeles communities;
- Ability to act with judgment, confidence, and personal initiative, and work in a fast-paced and highly visible work environment; and
- Team player with strong interpersonal skills and a commitment to internal and external relationship building.

6.6 Strategy Lead, Active Transportation (1.0 FTE)

The Strategy Lead, Active Transportation will be responsible for the management of the Active Transportation strategy.

6.6.1 The duties of the Strategy Lead, Active Transportation include, but are not limited to:

- a. Responsible for the day-to-day implementation of the active transportation strategies;
- b. Work closely with the DPH Director of the PLACE program to complete all CDPS active transportation strategy goals;
- c. Complete reporting activity, case study and other evaluation projects as needed;
- d. Assist with the CDPS scope of work activities as needed; and
- e. Other duties as assigned by Principal Investigator.

6.6.2 Minimum Qualifications

- A Bachelor's Degree from an accredited college or university with at least three years of experience in the analysis of public or non-public programs including those in health, public health, public policy, planning, and/or social work/social welfare; A Master's Degree from an accredited college or university in a discipline related to the core business function of the department may be substituted for two years of the required experience; and
- Valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.

6.6.3 Desirable Qualifications

- Excellent oral and written communication skills;

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- Willing to work some evenings and weekends;
- Computer literate with skills in Microsoft Word, Power Point, Publisher, Excel, and similar programs;
- Strong organizational skills, initiative, and follow-through;
- Comfortable speaking in front of large groups;
- Experience with project management a plus;
- Content expertise in the built environment and active living planning (sample documentation may be requested);
- Experience working with a variety of people and organizations to realize common goals;
- Experience working with ethnically diverse Los Angeles communities;
- Ability to act with judgment, confidence, and personal initiative, and work in a fast-paced and highly visible work environment; and
- Team player with strong interpersonal skills and a commitment to internal and external relationship building.

6.7 Strategy Lead, Lifestyle Change (1.0 FTE)

The Strategy Lead, Lifestyle Change will be responsible for the management of the Life Style Change strategy.

6.7.1 The duties of the Strategy Lead, Lifestyle Change include, but are not limited to:

- a. Identify locations for worksites to implement the CDPS Worksite objective;
- b. Plan, implement, and coordinate worksite presentations and events; and provide technical assistance to qualifying worksites;
- c. Conduct community outreach; develop partnerships and establish links with community groups, businesses, and other resources and service providers; serve as liaison to wellness-related committees and task forces;
- d. Complete reporting activity, case study and other evaluation projects as needed;
- e. Assist with the CDPS scope of work activities as needed; and
- f. Other duties as assigned by Principal Investigator.

6.7.2 Minimum Qualifications

- A Bachelor's Degree from an accredited college or university with at least three years of experience in the analysis of public or non-public programs including those in health, public health, public policy and/or social

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work/social welfare; A Master's Degree from an accredited college or university in a discipline related to the core business function of the department may be substituted for two years of the required experience; and

- Valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.

6.7.3 Desirable Qualifications

- Excellent oral and written communication skills;
- Willing to work some evenings and weekends;
- Computer literate with skills in Microsoft Word, Power Point, Publisher, Excel, and similar programs;
- Strong organizational skills, initiative and follow-through;
- Established community outreach and health education experience;
- Comfortable speaking in front of large groups;
- Experience with project management a plus;
- Content expertise in nutrition, workplace wellness, and prevention programs such as the National Diabetes Prevention Program;
- Experience working with a variety of people and organizations to realize common goals;
- Experience working with ethnically diverse Los Angeles communities;
- Ability to act with judgment, confidence, and personal initiative, and work in a fast-paced and highly visible work environment; and
- Team player with strong interpersonal skills and a commitment to internal and external relationship building.

6.8 Policy Analyst (1.0 FTE)

The Policy Analyst will be responsible for the Vision Zero Policy under the direction of the City of Los Angeles, Department of Transportation.

6.8.1 The duties of the Policy Analyst include, but are not limited to:

- a. Develop, implement, and evaluate a Vision Zero Policy for the City of Los Angeles;
- b. Coordinate and facilitate the Vision Zero Task Force and working group;
- c. Develop and implement outreach strategies and efforts;
- d. Coordinate and conduct surveys and focus groups to seek community input; and

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e. Other duties as assigned.

6.8.2 Minimum Qualifications

- A Bachelor's Degree from an accredited college or university with at least three years of experience working on policies projects and/or programs supporting active transportation and/or injury prevention; A Master's Degree from an accredited college or university in urban planning or related field may be substituted for two years of the required experience; and
- Valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.

6.8.3 Desirable Qualifications

- Excellent oral and written communication skills;
- Willing to work some evenings and weekends;
- Computer literate with skills in Microsoft Word, Power Point, Publisher, Excel, and similar programs;
- Strong organizational skills, initiative and follow-through;
- Established community outreach experience including focus groups and surveys;
- Comfortable speaking in front of large groups;
- Experience with project management a plus;
- Content expertise in pedestrian infrastructure and the relationship between transportation and public health (sample documentation may be requested);
- Experience working with a variety of people and organizations to realize common goals;
- Experience working with ethnically diverse Los Angeles communities;
- Ability to act with judgment, confidence, and personal initiative, and work in a fast-paced and highly visible work environment; and
- Team player with strong interpersonal skills and a commitment to internal and external relationship building.

6.9 Data Analyst (1.0 FTE)

The Data Analyst will be responsible for supporting research and evaluation needs of the Vision Zero Policy under the direction of the City of Los Angeles, Department of Transportation.

6.9.1 The duties of the Data Analyst include, but are not limited to:

- a. Plan, design, conduct and evaluate research projects involving complex experimental designs;

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- b. Gather and analyze information pertaining to the project or program including overall evaluation and prepare a variety of reports and correspondence (white papers, presentations, infographics, etc.) related to the program;
- c. Assist in formulating and presenting recommendations to partners for program modifications or corrective action based on evaluations; and
- d. Other duties as assigned.

6.9.2 Minimum Qualifications

- A Bachelor's Degree from an accredited college or university with at least three years of experience working on policies, projects and/or programs supporting active transportation and/or injury prevention; A Master's Degree from an accredited college or university in urban planning or related field may be substituted for two years of the required experience; and
- Valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.

6.9.3 Desirable Qualifications

- Excellent oral and written communication skills;
- Willing to work some evenings and weekends;
- Computer literate with skills in Geographic Information System (GIS) and SAS and/or similar programs;
- Strong organizational skills, initiative and follow-through;
- Experience with project management a plus;
- Content expertise in pedestrian safety planning and infrastructure;
- Experience working with a variety of people and organizations to realize common goals;
- Experience working with website development;
- Ability to act with judgment, confidence, and personal initiative, and work in a fast-paced and highly visible work environment; and
- Team player with strong interpersonal skills and a commitment to internal and external relationship building.

6.10 Program Analyst (3.0 FTE)

The Program Analyst will provide support in the day-to-day implementation of CDPS strategies.

6.10.1 The duties of the Program Analyst include, but are not limited to:

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- a. Provide support for the day-to-day implementation of the CDPS strategies;
- b. Work closely with the Program Managers and Strategy Leads to complete all CDPS joint use strategy goals;
- c. Complete reporting activities, case studies and other evaluation projects as needed;
- d. Assist with the CDPS scope of work activities as needed; and
- e. Other duties as assigned by Principal Investigator.

6.10.2 Minimum Qualifications

- A Master's degree in a discipline related to the core business function of the department with at least one year of work experience – **OR** – a Bachelor's Degree from an accredited college or university with two years of experience in health program coordination or community/clinical services planning; and
- Valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.

6.10.3 Desirable Qualifications

- Excellent oral and written communication skills;
- Willing to work some evenings and weekends;
- Computer literate with skills in Microsoft Word, Power Point, Publisher, Excel, and similar programs;
- Ability to work with a variety of audiences, including adults of different ethnic and socio-economic backgrounds;
- Strong organizational skills, initiative and follow-through;
- Comfortable speaking in front of large groups;
- Capability to work independently and within a team environment and manage multiple project demands and deadlines;
- Ability to act with judgment, confidence, and personal initiative, and work in a fast-paced and highly visible work environment; and
- Team player with strong interpersonal skills and a commitment to internal and external relationship building.

6.11 Evaluation Analyst (1.0 FTE)

The Evaluation Analyst will help meet research and evaluation needs. The position will help provide the data management and analysis support required for the day-to-day operation of the evaluation component of the CDPS grant. The position will assist and coordinate the planning, design, and implementation of research and evaluation plans needed.

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6.11.1 The duties of the Evaluation Analyst include, but are not limited to:

- a. Assist in planning, designing, conducting, and interpreting research/evaluation projects related to CDSP and recommend assessment strategies to justify regional decisions and activities to funders as required;
- b. Collect, process, and analyze data for approved studies or assessments to identify successful activities that strengthen or improve the quality of programming and activities;
- c. Prepare reports and recommendations based on research/evaluation findings and develop systems and reports to collect and track data required by programs in CDPS; and
- d. Other duties as assigned.

6.11.2 Minimum Qualifications

- A Master's degree in a field of behavioral, public policy, health policy, public health, social sciences or equivalent (e.g., health services, social work/social welfare), **AND** one year's post Master's research experience - **OR** - a Bachelor's degree in a field of behavioral, public policy, health policy, public health, social sciences or equivalent (e.g., health services, social work/social welfare), and any combination of relevant education and/or experience totaling three years;
- Excellent communication and writing skills;
- Experience in SAS, Stata, and other statistical software programming; and
- Valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.

6.11.3 Desirable Qualifications

- Experience in mixed methods (qualitative as well as quantitative designs);
- Experience in data entry, cleaning, and management; and
- Experience in data analysis.

6.12 Fiscal Analyst (1.0 FTE)

The Fiscal Analyst will provide a full range of administrative and fiscal support and independently analyze and make recommendations for the solution of highly complex management problems in the areas of organization, systems and procedures, and budget. This position analyzes and makes recommendations to troubleshoot a variety of operational and administrative problems related to contractor invoicing and

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purchasing processes, especially protocols with significant consequences in terms of cost and efficiency.

6.12.1 The duties of the Fiscal Analyst include, but are not limited to:

- a. Assist in the planning, submission and implementation of purchase orders for services and supplies including, but not limited to, sole source and bidding process;
- b. Assist in revising and reviewing budgets and budget modifications, ensure that expenditures are tracked and invoices are paid, and maintain communications with DCDIP and DPH Finance Units;
- c. Help to prepare monthly and quarterly reports to funding agency (programmatic and fiscal); collect contractor data and prepare data spreadsheets; and summarize progress to date; and
- d. Other duties as assigned by DPH DCDIP Finance Manager.

6.12.2 Minimum Qualifications

- A Bachelor's degree from an accredited college or university;
- Three (3) years of experience in a staff capacity analyzing and making recommendations for the solution of problems of organization, systems and procedures, program, budget, or personnel, - one (1) year of which must have been analyzing, evaluating, preparing, and making recommendations for the solution of budgetary problems of a grant or a major segment of the budget of a large-sized project;
- Two (2) years of experience in managing assigned contracts including monitoring expenditures to ensure budgetary compliance, reviewing budget modifications, ensuring both accuracy and compliance with reporting data requirements, and approving invoices; and
- Valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout Los Angeles County.

6.12.3 Desirable Qualifications

- Ability to type, proof, and prepare correspondence with minimal supervision;
- Experience managing multiple project demands and deadlines;
- Computer literate and skilled in use of MS Windows-based programs including MS Office (Word, Excel, PowerPoint);
- Ability to work in a professional manner, with courtesy and tact, and maintain confidentiality and security of documents and information; and
- Ability to work collaboratively with multidisciplinary professionals and partners both internally and externally.

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6.13 Evaluation Assistant (4.0 FTE)

The Evaluation Assistant will help meet research and evaluation needs. These positions will help provide the data management and analysis support required for the day-to-day operation of the evaluation component of the CDPS grant. These positions will assist and coordinate the planning, design, and implementation of research and evaluation plans needed.

6.13.1 The duties of the Evaluation Assistant include, but are not limited to:

- a. Assist in planning, designing, conducting, and interpreting research/evaluation projects related to CDSP and recommend assessment strategies to justify regional decisions and activities to funders as required;
- b. Collect, process, and analyze data for approved studies or assessments to identify successful activities that strengthen or improve the quality of programming and activities;
- c. Prepare reports and recommendations based on research/evaluation findings and develop systems and reports to collect and track data required by programs in CDPS; and
- d. Other duties as assigned.

6.13.2 Minimum Qualifications

- A Bachelor's degree in a field of the behavioral, public policy, health policy, public health, social sciences or equivalent, and one (1) year's post Bachelor's research/evaluation experience (enrollment in or experience as part of a Master's degree program in public health, public affairs or social science [e.g., M.P.H., M.P.P.] will count towards this minimum qualification);
- Excellent communication and writing skills;
- Experience in Excel, Access, Statistical Analysis System (SAS), Stata, and/or other statistical software programming; and
- Valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout Los Angeles County.

6.13.3 Desirable Qualifications

- Experience in data entry, cleaning, and management;
- Experience in data analysis;
- Experience preparing reports detailing study findings and developing recommendations; and

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- Experience developing presentations and charts detailing analyses of information and data.

7.0 HOURS/DAYS OF WORK

7.1 Work shift for all temporary personnel

7.1.1 All full time positions will be required to work 40 hours per week, unless a flexible work schedule (e.g.: 9/80) or an alternative work schedule is approved by the County Program Director or Supervisor, and 20 hours per week for the PTE positions. The normal working schedule will be daytime (between 7 a.m. and 7 p.m.), Monday through Friday. For select employees, there may be occasional evening and/or weekend hours. Staff scheduling will be adjusted to accommodate telecommuting, working off site, and flexible work schedules in order to meet program goals and objectives.

7.1.2 All schedules require the prior written authorization of the County Work Order Director/Program Office, or his/her designee.

8.0 WORK LOCATION

Services described herein shall be provided at 3530 Wilshire Blvd., Los Angeles, CA 90010; 3400 Aerojet Ave., El Monte, CA 91731; 100 S. Main Street, 9th Floor, Los Angeles, CA 90012; and/or according to a written authorization to telecommute or remote working arrangement as needed.

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CONTRACTOR NAME: Public Health Foundation Enterprises, Inc.

MASTER AGREEMENT NUMBER: PH-001416

WORK ORDER NUMBER: W-20

WORK ORDER SOLICITATION NUMBER: TEMP-WOS-038

TERM: **Date of Board Approval** through February 28, 2017

CONTRACTOR'S RESPONSIBILITY: Identify, recruit, and hire temporary personnel and perform ongoing human resource functions.			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
1 Contractor will recruit and hire fourteen (14) Full Time Equivalent (FTE) and four (4) Part Time Equivalent (PTE) qualified individuals to perform activities associated with the Chronic Disease Prevention Strategy in Los Angeles (CDPS). Attachment I, SOW, provides a detailed description of temp personnel needed.	a. Submit a hiring plan for DCDIP staff approval. b. Prepare job descriptions with DCDIP input and recruit qualified candidates via websites, postings, email, or by direct referral. [DCDIP to participate in interviews, referrals and provide final approval of candidates.] DPH to complete background checks. c. Hire staff and prepare personnel files. d. Staff report to contractor and DCDIP for new hire procedures and initial work orientation. Contractor ensures that new hire procedures are in accordance with County requirements and ensures that staff attends mandated County trainings.	Within five (5) days of notification of award notice Within one month of execution of this agreement Upon hire through February 28, 2017 Upon hire through February 28, 2017	a. Letter(s) of DCDIP approval and related material will be kept on file. b. Completed materials will be kept on file and results documented in monthly reports to DCDIP. c. Personnel files and timecard reports will be kept on file. d. Employee time records, new hire records and staff training records to be maintained on file with employer for review by DCDIP during audit and technical reviews.

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CONTRACTOR NAME: Public Health Foundation Enterprises, Inc.

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TERM: **Date of Board Approval** through February 28, 2017

CONTRACTOR'S RESPONSIBILITY: Identify, recruit, and hire temporary personnel and perform ongoing human resource functions.			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
1A Contractor will manage administrative functions and personnel procedures for staff associated with this work order.	a. Contractor will submit their personnel policies and procedures to DPH.	Within five (5) days of notification of award notice	a. Letter(s) of DPH approval and related material will be kept on file.
	b. Contractor will provide training regarding supervisory procedures, timekeeping, evaluation, disciplinary action, and other key components of supervising staff.	Upon hire through February 28, 2017	b. Contractor will maintain training records.
	c. Contractor will maintain and update employee files with all employment records and evaluations.	Upon hire through February 28, 2017	c. Contractor will maintain all employee files.
	d. Contractor will ensure annual evaluations for all staff are conducted by appropriate supervisor.	12 months after date of hire through February 28, 2017	d. Contractor will maintain all annual evaluations in employee files.
	e. Contractor will pay staff a minimum of twice a month and will provide a package of employee benefits including at a minimum, health and dental insurance coverage.	Ongoing through February 28, 2017	e. A monthly report of payments will be submitted with detailed invoice on a monthly basis 30 days in arrears.
	f. Contractor will ensure out-of-town travel is pre-approved by both staff's supervisor and	Ongoing through	f. Contractor will submit out-of town travel requests to applicable supervisor and

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WORK ORDER SOLICITATION NUMBER: TEMP-WOS-038

TERM: **Date of Board Approval** through February 28, 2017

CONTRACTOR'S RESPONSIBILITY: Identify, recruit, and hire temporary personnel and perform ongoing human resource functions.			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
	temporary personnel agency prior to submitting to DPH for reimbursement.	February 28, 2017	maintain documentation in employee files.
	g. Contractor will ensure mileage and parking reimbursement claim forms are reviewed and approved by applicable supervisor	Ongoing through February 28, 2017	g. Contractor will submit mileage and parking reimbursement claim forms to DPH on a monthly basis.
	h. Contractor will provide vacation/holiday/sick time balances for each employee	Monthly	h. Contractor will submit vacation/holiday/sick time balances to DPH on a monthly basis.
	i. Contractor will invoice DPH 30 days in arrears for costs incurred related to the Work Order.	Monthly	i. Contractor invoices will be kept on file. Contractor will send hard copy and electronic PDF copy.
	j. Contractor will comply with the annual requirements of the DPH administrative review.	Annually	j. Contractor responses will be maintained in e-records in PDF format by DPH.
	k. Contractor will submit a final invoice no later than 30 days after the end of the budget period.	30 days after end of the budget period	k. DPH Financial Services Division (FSD) will maintain record of invoicing.

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CONTRACTOR'S RESPONSIBILITY: Identify, recruit, and hire temporary personnel and perform ongoing human resource functions.			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
1B Assist with monitoring and compliance with Centers for Disease Control and Prevention (CDC)-mandated reporting requirements.	a. Assist DPH staff in collecting data needed for the CDC, including quarterly fiscal and administrative data, expenditures, hiring, number of FTEs, hours worked, and recruitment progress.	Ongoing through February 28, 2017	a. Completed materials will be kept on file and results documented in reports to DCDIP.

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CONTRACTOR NAME: Public Health Foundation Enterprises, Inc.

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TERM: **Date of Board Approval** through February 28, 2017

Temporary Positions			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
<p>2. Program Manager, Component 1 (1.0 FTE)</p> <p>The Program Manager, Component 1 will have responsibility for management and administrative duties of the grant under the Principal investigator. The Program Manager, Component 1 coordinates implementation of Component 1 activities and provides technical and analytic support to program staff and external partners.</p>	<p>a. Oversee and manage all aspects of Component 1 of the CDPS grant, including programmatic and partner oversight;</p> <p>b. Oversee staff, and monitor multiple funded partners and agencies, including consultants, as they relate to Component 1;</p> <p>c. Interact with federal personnel and program managers from the Centers for Disease Control and Prevention (CDC) and Procurement and Grants Office (PGO) to foster communication, trust, and cultivate positive working relationships;</p> <p>d. Ensure compliance with all federal requirements, including allowable uses of grant funds, and timely submission of reports and program deliverables;</p> <p>e. Assist the Principal Investigator in managing annual operating budget as it relates to Component 1 programming;</p>	<p>Upon hire through February 28, 2017</p>	<p>Documented on monthly CDPS statement of activities, interim progress reports, and performance evaluations.</p>

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CONTRACTOR NAME: Public Health Foundation Enterprises, Inc.

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Temporary Positions			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
	f. Oversee the completion of program deliverables, case studies, and other evaluation projects that are aligned with the outlined Component 1 strategies (as needed); and g. Other duties as assigned by the Principal Investigator.		
3. Program Manager, Component 2 (1.0 FTE) The Program Manager, Component 2 will have responsibility for management and administrative duties of the grant under the Principal investigator. The Program Manager, Component 2 coordinates implementation of Component 2 activities and provides technical and analytic support to program staff and external partners.	a. Oversee and manage all aspects of Component 2 of the CDPS grant, including programmatic and partner oversight; b. Oversee staff, and monitor multiple funded partners and agencies, including consultants, as they relate to Component 2; c. Interact with federal personnel and program managers from the Centers for Disease Control and Prevention (CDC) and Procurement and Grants Office (PGO) to foster communication, trust, and cultivate positive working relationships;	Upon hire through February 28, 2017.	Documented on monthly CDPS statement of activities, interim progress reports, and performance evaluations.

COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC HEALTH STATEMENT OF WORK – GOALS AND OBJECTIVES

CONTRACTOR NAME: Public Health Foundation Enterprises, Inc.

MASTER AGREEMENT NUMBER: PH-001416

WORK ORDER NUMBER: W-20

WORK ORDER SOLICITATION NUMBER: TEMP-WOS-038

TERM: **Date of Board Approval** through February 28, 2017

Temporary Positions			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
	<ul style="list-style-type: none"> d. Ensure compliance with all federal requirements, including allowable uses of grant funds, and timely submission of reports and program deliverables; e. Assist the Principal Investigator in managing annual operating budget as it relates to Component 2 programming; f. Oversee the completion of program deliverables, case studies, and other evaluation projects that are aligned with the outlined Component 2 strategies (as needed); and g. Other duties as assigned by the Principal Investigator. 		
<p>4. Evaluation Lead, (1.0 FTE)</p> <p>The Evaluation Lead will assume primary responsibility for evaluation activities of the CDPS grant. The position will</p>	<ul style="list-style-type: none"> a. Supervise and provides technical direction to the evaluation staff in conducting multiple studies on CDPS objectives and topics; b. Design, plan, implement, evaluate, and 	Upon hire through February 28, 2017	Documented on monthly CDPS statement of activities, interim progress reports, and performance evaluations.

COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC HEALTH STATEMENT OF WORK – GOALS AND OBJECTIVES

CONTRACTOR NAME: Public Health Foundation Enterprises, Inc.

MASTER AGREEMENT NUMBER: PH-001416

WORK ORDER NUMBER: W-20

WORK ORDER SOLICITATION NUMBER: TEMP-WOS-038

TERM: **Date of Board Approval** through February 28, 2017

Temporary Positions			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
provide expert guidance on evaluation designs, data management, and data analysis and supervise the day-to-day operations of CDPS evaluation.	<p>supervise data collection, study designs, management systems, original epidemiological studies, surveys, questionnaires, instrument development, and data analysis procedures of CDPS objectives to ensure the integrity of information collected;</p> <p>c. Maintain on-going technical assistance and communication with community agencies and research/evaluation partners;</p> <p>d. Write and disseminate research/ evaluation findings in reports, articles in peer review scientific journals, and presentations at scientific meetings and community forums; and</p> <p>e. Other duties as assigned.</p>		

COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC HEALTH STATEMENT OF WORK – GOALS AND OBJECTIVES

CONTRACTOR NAME: Public Health Foundation Enterprises, Inc.

MASTER AGREEMENT NUMBER: PH-001416

WORK ORDER NUMBER: W-20

WORK ORDER SOLICITATION NUMBER: TEMP-WOS-038

TERM: **Date of Board Approval** through February 28, 2017

Temporary Positions			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
<p>5. Strategy Lead, Healthy Eating, (1.0 FTE)</p> <p>The Strategy Lead, Healthy Eating will be responsible for the management of the Healthy Eating strategy.</p>	<p>a. Responsible for the day-to-day implementation of the healthy eating strategies;</p> <p>b. Work closely with the Food Procurement Program manager to complete the CDPS healthy eating strategy goals;</p> <p>c. Complete reporting activity, case study and other evaluation projects as needed;</p> <p>d. Assist with the CDPS scope of work activities as needed; and</p> <p>e. Other duties as assigned by Principal Investigator.</p>	<p>Upon hire through February 28, 2017.</p>	<p>Documented on monthly CDPS statement of activities, interim progress reports, and performance evaluations.</p>
<p>6. Strategy Lead, Joint Use, (1.0 FTE)</p> <p>The Strategy Lead, Joint Use will be responsible for the management of the Joint Use strategy.</p>	<p>a. Responsible for the day-to-day implementation of the joint use strategies;</p> <p>b. Work closely with the DPH Director of Cardiovascular Health to complete all CDPS joint use strategy goals;</p> <p>c. Complete reporting activity, case study and</p>	<p>Upon hire through February 28, 2017.</p>	<p>Documented on monthly CDPS statement of activities, interim progress reports, and performance evaluations.</p>

COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC HEALTH STATEMENT OF WORK – GOALS AND OBJECTIVES

CONTRACTOR NAME: Public Health Foundation Enterprises, Inc.

MASTER AGREEMENT NUMBER: PH-001416

WORK ORDER NUMBER: W-20

WORK ORDER SOLICITATION NUMBER: TEMP-WOS-038

TERM: **Date of Board Approval** through February 28, 2017

Temporary Positions			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
	other evaluation projects as needed; d. Assist with the CDPS scope of work activities as needed; and e. Other duties as assigned by Principal Investigator.		
7. Strategy Lead, Active Transportation, (1.0 FTE) The Strategy Lead, Active Transportation will be responsible for the management of the Active Transportation strategy.	a. Responsible for the day-to-day implementation of the active transportation strategies; b. Work closely with the DPH Director of the PLACE program to complete all CDPS active transportation strategy goals; c. Complete reporting activity, case study and other evaluation projects as needed; d. Assist with the CDPS scope of work activities as needed; and e. Other duties as assigned by Principal Investigator.	Upon hire through February 28, 2017.	Documented on monthly CDPS statement of activities, interim progress reports, and performance evaluations.

COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC HEALTH STATEMENT OF WORK – GOALS AND OBJECTIVES

CONTRACTOR NAME: Public Health Foundation Enterprises, Inc.

MASTER AGREEMENT NUMBER: PH-001416

WORK ORDER NUMBER: W-20

WORK ORDER SOLICITATION NUMBER: TEMP-WOS-038

TERM: **Date of Board Approval** through February 28, 2017

Temporary Positions			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
<p>8. Strategy Lead, Lifestyle Change, (1.0 FTE)</p> <p>The Strategy Lead, Lifestyle Change will be responsible for the management of the Life Style Change strategy.</p>	<p>a. Identify location for worksites to implement the CDPS Worksite objective;</p> <p>b. Plan, implement, and coordinate worksite presentations and events; and provide technical assistance to qualifying worksites;</p> <p>c. Conduct community outreach; develop partnerships and establish links with community groups, businesses, and other resources and service providers; serve as liaison to wellness-related committees and task forces;</p> <p>d. Complete reporting activity, case study and other evaluation projects as needed;</p> <p>e. Assist with the CDPS scope of work activities as needed; and</p> <p>f. Other duties as assigned by Principal Investigator.</p>	<p>Upon hire through February 28, 2017.</p>	<p>Documented on monthly CDPS statement of activities, interim progress reports, and performance evaluations.</p>

COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC HEALTH STATEMENT OF WORK – GOALS AND OBJECTIVES

CONTRACTOR NAME: Public Health Foundation Enterprises, Inc.

MASTER AGREEMENT NUMBER: PH-001416

WORK ORDER NUMBER: W-20

WORK ORDER SOLICITATION NUMBER: TEMP-WOS-038

TERM: **Date of Board Approval** through February 28, 2017

Temporary Positions			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
<p>9. Policy Analyst (1.0 FTE)</p> <p>The Policy Analyst will be responsible for the Vision Zero Policy under the direction of the City of Los Angeles, Department of Transportation.</p>	<p>a. Develop, implement, and evaluate a Vision Zero Policy for the City of Los Angeles;</p> <p>b. Coordinate and facilitate the Vision Zero Task Force and working group;</p> <p>c. Develop and implement outreach strategies and efforts;</p> <p>d. Coordinate and conduct surveys and focus groups to seek community input; and</p> <p>e. Other duties as assigned.</p>	<p>Upon hire through February 28, 2017.</p>	<p>Documented on monthly CDPS statement of activities, interim progress reports, and performance evaluations.</p>
<p>10. Data Analyst (1.0 FTE)</p> <p>The Data Analyst will be responsible for supporting research and evaluation needs of the Vision Zero Policy under the direction of the City of Los Angeles, Department of Transportation</p>	<p>a. Plan, design, conduct and evaluate research projects involving complex experimental designs;</p> <p>b. Gather and analyze information pertaining to the project or program including overall evaluation and prepare a variety of reports and correspondence (white papers, presentations,</p>	<p>Upon hire through February 28, 2017.</p>	<p>Documented on monthly CDPS statement of activities, interim progress reports, and performance evaluations.</p>

COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC HEALTH STATEMENT OF WORK – GOALS AND OBJECTIVES

CONTRACTOR NAME: Public Health Foundation Enterprises, Inc.

MASTER AGREEMENT NUMBER: PH-001416

WORK ORDER NUMBER: W-20

WORK ORDER SOLICITATION NUMBER: TEMP-WOS-038

TERM: **Date of Board Approval** through February 28, 2017

Temporary Positions			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
	<p>infographics, etc.) related to the program</p> <p>c. Assist in formulating and presenting recommendations to partners for program modifications or corrective action based on evaluations; and</p> <p>d. Other duties as assigned.</p>		
<p>11. Program Analyst, (3.0 FTE)</p> <p>The Program Analyst will provide support in the day-to-day implementation of CDPS strategies.</p>	<p>a. Provide support for the day-to-day implementation of the CDPS strategies;</p> <p>b. Work closely with the Program Managers and Strategy Leads to complete all CDPS joint use strategy goals;</p> <p>c. Complete reporting activities, case studies and other evaluation projects as needed;</p> <p>d. Assist with the CDPS scope of work activities as needed; and</p> <p>e. Other duties as assigned by Principal Investigator.</p>	<p>Upon hire through February 28, 2017.</p>	<p>Documented on monthly CDPS statement of activities, interim progress reports, and performance evaluations.</p>

COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC HEALTH STATEMENT OF WORK – GOALS AND OBJECTIVES

CONTRACTOR NAME: Public Health Foundation Enterprises, Inc.

MASTER AGREEMENT NUMBER: PH-001416

WORK ORDER NUMBER: W-20

WORK ORDER SOLICITATION NUMBER: TEMP-WOS-038

TERM: **Date of Board Approval** through February 28, 2017

Temporary Positions			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
<p>12. Evaluation Analyst, (1.0 FTE)</p> <p>The Evaluation Analyst will help meet research and evaluation needs. The position will help provide the data management and analysis support required for the day-to-day operation of the evaluation component of the CDPS grant. The position will assist and coordinate the planning, design, and implementation of research and evaluation plans needed.</p>	<p>a. Assist in planning, designing, conducting, and interpreting research/evaluation projects related to CDSP and recommend assessment strategies to justify regional decisions and activities to funders as required;</p> <p>b. Collect, process, and analyze data for approved studies or assessments to identify successful activities that strengthen or improve the quality of programming and activities;</p> <p>c. Prepare reports and recommendations based on research/evaluation findings and develop systems and reports to collect and track data required by programs in CDPS; and</p> <p>d. Other duties as assigned.</p>	<p>Upon hire through February 28, 2017</p>	<p>Documented on monthly CDPS statement of activities, interim progress reports, and performance evaluations.</p>

COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC HEALTH STATEMENT OF WORK – GOALS AND OBJECTIVES

CONTRACTOR NAME: Public Health Foundation Enterprises, Inc.

MASTER AGREEMENT NUMBER: PH-001416

WORK ORDER NUMBER: W-20

WORK ORDER SOLICITATION NUMBER: TEMP-WOS-038

TERM: **Date of Board Approval** through February 28, 2017

Temporary Positions			
Objectives	Activities	Timeline (Activity Completed By)	Documentation/ Evaluation
<p>13. Fiscal Analyst, (1.0 FTE)</p> <p>The Fiscal Analyst will provide a full range of administrative and fiscal support and independently analyze and make recommendations for the solution of highly complex management problems in the areas of organization, systems and procedures, and budget. This position analyzes and makes recommendations to troubleshoot a variety of operational and administrative problems related to contractor invoicing and purchasing processes, especially protocols with significant consequences in terms of cost and efficiency.</p>	<p>a. Assist in the planning, submission and implementation of purchase orders for services and supplies including, but not limited to, sole source and bidding process;</p> <p>b. Assist in revising and reviewing budgets and budget modifications, ensure that expenditures are tracked and invoices are paid, and maintain communications with DCDIP and DPH Finance Units;</p> <p>c. Help to prepares monthly and quarterly reports to funding agency (programmatic and fiscal); collect contractor data and prepare data spreadsheets; and summarize progress to date; and</p> <p>d. Other duties as assigned by DPH DCDIP Finance Manager.</p>	<p>Upon hire through February 28, 2017</p>	<p>Documented on monthly CDPS statement of activities, interim progress reports, and performance evaluations.</p>

COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC HEALTH STATEMENT OF WORK – GOALS AND OBJECTIVES

CONTRACTOR NAME: Public Health Foundation Enterprises, Inc.

MASTER AGREEMENT NUMBER: PH-001416

WORK ORDER NUMBER: W-20

WORK ORDER SOLICITATION NUMBER: TEMP-WOS-038

TERM: **Date of Board Approval** through February 28, 2017

<p>14. Evaluation Assistant, (4.0 PTE)</p> <p>The Evaluation Assistant will help meet research and evaluation needs. These positions will help provide the data management and analysis support required for the day-to-day operation of the evaluation component of the CDPS grant, and will assist and coordinate the planning, design, and implementation of research and evaluation plans needed.</p>	<ul style="list-style-type: none"> a. Assist in planning, designing, conducting, and interpreting research/evaluation projects related to CDSP and recommends assessment strategies to justify regional decisions and activities to funders as required; b. Collect, process, and analyze data for approved studies or assessments to identify successful activities that strengthen or improve the quality of programming and activities; c. Prepare reports and recommendations based on research/evaluation findings and develops systems and reports to collect and track data required by programs in CDPS; and d. Other duties as assigned. 	<p>Upon hire through February 28, 2017</p>	<p>Documented on monthly CDPS statement of activities, interim progress reports, and performance evaluations.</p>
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LINE ITEM BUDGET
SUMMARY

ATTACHMENT C-I

Contractor Name: **Public Health Foundation Enterprises**
Project Title: **Chronic Disease Prevention Strategy**
Period of Performance: **Date of Board Approval - September 29, 2015**
County Requesting Department: **DCDIP**
County Project Director: **Judith Robb**
County Work Order Director: **Genaro Sandoval**

BUDGET SUMMARY (Schedule of Projected Costs)	
COST CATEGORY	AMOUNT
Salaries	\$ 605,319
Employee Benefits	\$ 146,132
Travel - (mileage, parking and out-of-town)	\$ 20,725
Supplies	\$ -
Consultant/Contractual	\$ -
Other	\$ -
Indirect Costs*	\$ 75,673
TOTAL COST TO MEET THE REQUIREMENTS OF THE WORK	\$ 847,849

* Indirect Cost must not exceed 10% of total direct costs

CERTIFICATION

I certify that the following required costs (check boxes, as applicable) are included in this budget:

☒ 100% Basic Health and Dental Benefits

☒ Eleven (11) County observed Holidays, at least ten (10) vacation days (accrued monthly), and twelve (12) sick days (accrued monthly) per year.


**Contractor's Authorized Official Signature

2/9/15
Date

NOTE: No E-signatures will be accepted

** Pursuant to Master Agreement, Paragraph 7.2 Contractor's Authorized Official(s). The authorized official must be the same person identified in Master Agreement, Exhibit B.

BUDGET JUSTIFICATION FOR SALARIES

ATTACHMENT C-I

Contractor Name:
Project Title:
Period of Performance:

Public Health Foundation Enterprises
Chronic Disease Prevention Strategy
Date of Board Approval - September 29, 2015
PERSONNEL SERVICES FORM (FULL TIME)

Title/Name (if position is vacant, indicate TBH and approx. date of hire)	Monthly Salary	FTE	# of Months	Proposed Cost
Program Manager, Component 1	\$ 6,432	1.000	7	\$ 45,024
Position description: A Bachelor's Degree from an accredited college or university with three to four years of experience in the analysis of public or non-public programs including those in health, public health, public policy, and social work/social welfare; A Master's Degree from an accredited college or university in a discipline related to the core business function of the department may be substituted for two year of the required experience; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.				
Program Manager, Component 2	\$ 6,432	1.000	7	\$ 45,024
Position description: A Bachelor's Degree from an accredited college or university with three to four years of experience in the analysis of public or non-public programs including those in health, public health, public policy, and social work/social welfare; A Master's Degree from an accredited college or university in a discipline related to the core business function of the department may be substituted for two years of the required experience; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.				
Evaluation Lead	\$ 6,625	1.000	7	\$ 46,375
Position description: A Master's degree from an accredited college or university with specialization in research, evaluation and epidemiologic methods or their equivalent -and- four years of experience designing, conducting, and evaluating studies and field investigations as a health scientist or equivalent position -OR- A Doctoral degree from an accredited college or university with specialization in research, evaluation and epidemiologic methods or their equivalent -and- two years of experience designing, conducting, and evaluating studies and field investigations. Excellent communication and writing skills with an established track record for publishing in professional and peer review journals. Experience in Statistical Analysis System (SAS), Stata, and other statistical software programming (sample documentation may be requested); and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.				
Strategy Lead, Healthy Eating	\$ 6,093	1.000	7	\$ 42,651
Position description: A Bachelor's Degree from an accredited college or university with at least three years of experience in the analysis of public or non-public programs including those in health, public health, public policy and/or social work/social welfare; A Master's Degree from an accredited college or university in a discipline related to the core business function of the department may be substituted for two years of the required experience; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.				
Strategy Lead, Joint Use	\$ 6,093	1.000	7	\$ 42,651

LINE ITEM BUDGET

BUDGET JUSTIFICATION FOR SALARIES

Position description: A Bachelor's Degree from an accredited college or university with at least three years of experience in the analysis of public or non-public programs including those in health, public health, public policy and/or social work/social welfare; A Master's Degree from an accredited college or university in a discipline related to the core business function of the department may be substituted for two years of the required experience; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.				
Strategy Lead, Active Transportation	\$ 6,093	1.000	7	\$ 42,651
Position description: A Bachelor's Degree from an accredited college or university with at least three years of experience in the analysis of public or non-public programs including those in health, public health, public policy, planning, and/or social work/social welfare; A Master's Degree from an accredited college or university in a discipline related to the core business function of the department may be substituted for two years of the required experience; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.				
Strategy Lead, Lifestyle Change	\$ 6,093	1.000	7	\$ 42,651
Position description: A Bachelor's Degree from an accredited college or university with at least three years of experience in the analysis of public or non-public programs including those in health, public health, public policy and/or social work/social welfare; A Master's Degree from an accredited college or university in a discipline related to the core business function of the department may be substituted for two years of the required experience; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.				
Policy Analyst	\$ 6,093	1.000	7	\$ 42,651
Position description: A Bachelor's Degree from an accredited college or university with at least three years of experience working on policies projects and/or programs supporting active transportation and/or injury prevention; A Master's Degree from an accredited college or university in urban planning or related field may be substituted for two years of the required experience; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.				
Data Analyst	\$ 6,093	1.000	7	\$ 42,651
Position description: A Bachelor's Degree from an accredited college or university with at least three years of experience working on policies, projects and/or programs supporting active transportation and/or injury prevention; A Master's Degree from an accredited college or university in urban planning or related field may be substituted for two years of the required experience; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.				
Program Analyst	\$ 5,039	1.000	7	\$ 35,273
	\$ 6,093			
Position description: A Master's degree in a discipline related to the core business function of the department with at least one year of work experience – OR – a Bachelor's Degree from an accredited college or university with two years of experience in health program coordination or community/clinical services planning; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.				

BUDGET JUSTIFICATION FOR SALARIES

Program Analyst	\$ 5,039	1.000	7	\$ 35,273
Position description: A Master's degree in a discipline related to the core business function of the department with at least one year of work experience – OR – a Bachelor's Degree from an accredited college or university with two years of experience in health program coordination or community/clinical services planning; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.				
Program Analyst	\$ 5,039	1.000	7	\$ 35,273
Position description: A Master's degree in a discipline related to the core business function of the department with at least one year of work experience – OR – a Bachelor's Degree from an accredited college or university with two years of experience in health program coordination or community/clinical services planning; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.				
Evaluation Analyst	\$ 4,657	1.000	7	\$ 32,599
Position description: A Master's degree in a field of behavioral, public policy, health policy, public health, social sciences or equivalent (e.g., health services, social work/social welfare), AND one year's post Master's research experience - OR - a Bachelor's degree in a field of behavioral, public policy, health policy, public health, social sciences or equivalent (e.g., health services, social work/social welfare), and any combination of relevant education and/or experience totaling three years. Excellent communication and writing skills. Experience in SAS, Stata, and other statistical software programming; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.				
Fiscal Analyst	\$ 4,466	1.000	7	\$ 31,262
Position description: A Bachelor's degree from an accredited college or university; Three (3) years of experience in a staff capacity analyzing and making recommendations for the solution of problems of organization, systems and procedures, program, budget, or personnel, - one (1) year of which must have been analyzing, evaluating, preparing, and making recommendations for the solution of budgetary problems of a grant or a major segment of the budget of a large-sized project. Two (2) years of experience in managing assigned contracts including monitoring expenditures to ensure budgetary compliance, reviewing budget modifications, ensuring both accuracy and compliance with reporting data requirements, and approving invoices; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout Los Angeles County.				

Salary Subtotal

Employee Benefits (enter percentage)

Total Personnel Costs - Full Time

25.00%
(enter percentage)

\$	562,009
\$	140,502
\$	702,511

LINE ITEM BUDGET

BUDGET JUSTIFICATION FOR EMPLOYEE BENEFITS

ATTACHMENT C-I

Contractor Name: **Public Health Foundation Enterpri**
 Project Title: **Chronic Disease Prevention Strategy**
 Period of Performance: **Date of Board Approval - September 29, 2015**

PERSONNEL SERVICES	
BUDGET CATEGORY - EMPLOYEE BENEFITS	FULL-TIME
COMPONENT	PERCENTAGE
F.I.C.A.	7.65%
Health and Dental Insurance	8.59%
Unemployment Insurance	0.58%
Disability Insurance	0.11%
Life Insurance	0.01%
Workers Compensation	3.00%
Pension/Retirement	5.00%
Other (itemize Employee Training Tax	0.02%
Employee Assistant Program	0.04%
TOTAL*	<u>25.00%</u>

If your agency has multiple rates, include a separate page for each rate and an explanation as to when each rate is used.

***Must be within the range of 25% - 28% of salary costs.**

BUDGET JUSTIFICATION FOR SALARIES

ATTACHMENT C-1

Contractor Name:
Project Title:
Period of Performance:

Public Health Foundation Enterprises
Chronic Disease Prevention Strategy
Date of Board Approval - September 29, 2015
PERSONNEL SERVICES FORM (HOURLY)

Title/Name <small>If position is vacant, indicate TBH and approx. date of hire</small>	Hourly Rate	# of Hours	Proposed Cost
Evaluation Assistant	\$ 17.75	610	\$ 10,828
Position description: A Bachelor's degree in a field of the behavioral, public policy, health policy, public health, social sciences or equivalent, and one (1) year's post Bachelor's research/evaluation experience (enrollment in or experience as part of a Master's degree program in public health, public affairs or social science [e.g., M.P.H., M.P.P.] will count towards this minimum qualification). Excellent communication and writing skills. Experience in Excel, Access, Statistical Analysis System (SAS), Stata, and/or other statistical software programming; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout Los Angeles County.			
Evaluation Assistant	\$ 17.75	610	\$ 10,828
Position description: A Bachelor's degree in a field of the behavioral, public policy, health policy, public health, social sciences or equivalent, and one (1) year's post Bachelor's research/evaluation experience (enrollment in or experience as part of a Master's degree program in public health, public affairs or social science [e.g., M.P.H., M.P.P.] will count towards this minimum qualification). Excellent communication and writing skills. Experience in Excel, Access, Statistical Analysis System (SAS), Stata, and/or other statistical software programming; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout Los Angeles County.			
Evaluation Assistant	\$ 17.75	610	\$ 10,828
Position description: A Bachelor's degree in a field of the behavioral, public policy, health policy, public health, social sciences or equivalent, and one (1) year's post Bachelor's research/evaluation experience (enrollment in or experience as part of a Master's degree program in public health, public affairs or social science [e.g., M.P.H., M.P.P.] will count towards this minimum qualification). Excellent communication and writing skills. Experience in Excel, Access, Statistical Analysis System (SAS), Stata, and/or other statistical software programming; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout Los Angeles County.			
Evaluation Assistant	\$ 17.75	610	\$ 10,828
Position description:			

BUDGET JUSTIFICATION FOR SALARIES

A Bachelor's degree in a field of the behavioral, public policy, health policy, public health, social sciences or equivalent, and one (1) year's post Bachelor's research/evaluation experience (enrollment in or experience as part of a Master's degree program in public health, public affairs or social science [e.g., M.P.H., M.P.P.] will count towards this minimum qualification). Excellent communication and writing skills. Experience in Excel, Access, Statistical Analysis System (SAS), Stata, and/or other statistical software programming; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout Los Angeles County.

Position description:

Salary Subtotal

\$ 43,310

Employee Benefits (enter percentage)

13.00%

(enter percentage)

\$ 5,630

Total Personnel Costs - Hourly

\$ 48,940

BUDGET JUSTIFICATION FOR EMPLOYEE BENEFITS

ATTACHMENT C-1

Contractor Name: **Public Health Foundation Enterpri**
 Project Title: **Chronic Disease Prevention Strategy**
 Period of Performance: **Date of Board Approval - September 29, 2015**

PERSONNEL SERVICES	
BUDGET CATEGORY - EMPLOYEE BENEFITS	PART-TIME
COMPONENT	PERCENTAGE
F.I.C.A.	7.65%
Unemployment Insurance	2.21%
Workers Compensation	3.00%
Other: Employee Training Tax	0.06%
Employee Assitance Program	0.08%
TOTAL*	<u>13.00%</u>

If your agency has multiple rates, include a separate page for each rate and an explanation as to when each rate is used.

***Must not exceed 13% of total hourly costs.**

BUDGET JUSTIFICATION FOR TRAVEL

ATTACHMENT C-I

Contractor Name: **Public Health Foundation Enterprises**
 Project Title: **Chronic Disease Prevention Strategy**
 Period of Performance: **Date of Board Approval - September 29, 2015**

BUDGET CATEGORY- TRAVEL	(A) Proposed Cost
Item: Methodology Used: Mileage: Mileage rate of \$0.525 per mile for 9,000 miles for the required staff positions during the entire performance. (0.525x9,000=4,725)	<div></div> <div>\$ 4,725</div>
Item: Methodology Used: Parking: Parking is for all required staff positions during the entire performance period not to exceed \$6,000.	<div></div> <div>\$ 6,000</div>
Item: Methodology Used: Out-of-Town Travel: The out of town travel funds are required for program staff to attend mandatory meetings, conferences, and trainings to support all program objectives for required staffs during the contract duration and not to exceed \$10,000.	<div></div> <div>\$ 10,000</div>
Total Travel Requested	\$ 20,725

**LINE ITEM BUDGET
SUMMARY**

ATTACHMENT C-II

Contractor Name: **Public Health Foundation Enterprises**
 Project Title: **Chronic Disease Prevention Strategy**
 Period of Performance: **September 30, 2015 - September 29, 2016**
 County Requesting Department: **DCDIP**
 County Project Director: **Judith Robb**
 County Work Order Director: **Genaro Sandoval**

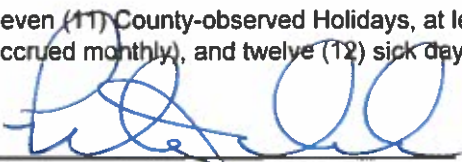
BUDGET SUMMARY (Schedule of Projected Costs)	
COST CATEGORY	AMOUNT
Salaries	\$ 1,037,284.00
Employee Benefits	\$ 249,759.00
Travel - (mileage, parking and out-of-town)	\$ 26,000.00
Supplies	\$ -
Consultant/Contractual	\$ -
Other	\$ -
Indirect Costs*	\$ 128,678.21
TOTAL COST TO MEET THE REQUIREMENTS OF THE WORK	\$ 1,441,721.21

* Indirect Cost must not exceed 10% of total direct costs

CERTIFICATION

I certify that the following required costs (check boxes, as applicable) are included in this budget:

- ☒ 100% Basic Health and Dental Benefits
- ☒ Eleven (11) County-observed Holidays, at least ten (10) vacation days (accrued monthly), and twelve (12) sick days (accrued monthly) per year.


 **Contractor's Authorized Official Signature

2/9/15
 Date

NOTE: No E-signatures will be accepted

**** Pursuant to Master Agreement, Paragraph 7.2 Contractor's Authorized Official(s). The authorized official must be the same person identified in Master Agreement, Exhibit B.**

BUDGET JUSTIFICATION FOR SALARIES

ATTACHMENT C-II

Contractor Name:
Project Title:
Period of Performance:

Public Health Foundation Enterprises
Chronic Disease Prevention Strategy
September 30, 2015 - September 29, 2016
PERSONNEL SERVICES FORM (FULL TIME)

Title/Name (if position is vacant, indicate TBH and approx. date of hire)	Monthly Salary	FTE	# of Months	Proposed Cost
Program Manager, Component 1	\$ 6,432	1.000	12	\$ 77,184
Position description: A Bachelor's Degree from an accredited college or university with three to four years of experience in the analysis of public or non-public programs including those in health, public health, public policy, and social work/social welfare; A Master's Degree from an accredited college or university in a discipline related to the core business function of the department may be substituted for two years of the required experience; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.				
Program Manager, Component 2	\$ 6,432	1.000	12	\$ 77,184
Position description: A Bachelor's Degree from an accredited college or university with three to four years of experience in the analysis of public or non-public programs including those in health, public health, public policy, and social work/social welfare; A Master's Degree from an accredited college or university in a discipline related to the core business function of the department may be substituted for two years of the required experience; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.				
Evaluation Lead	\$ 6,625	1.000	12	\$ 79,500
Position description: A Master's degree from an accredited college or university with specialization in research, evaluation and epidemiologic methods or their equivalent -and- four years of experience designing, conducting, and evaluating studies and field investigations as a health scientist or equivalent position -OR- A Doctoral degree from an accredited college or university with specialization in research, evaluation and epidemiologic methods or their equivalent -and- two years of experience designing, conducting, and evaluating studies and field investigations. Excellent communication and writing skills with an established track record for publishing in professional and peer review journals. Experience in Statistical Analysis System (SAS), Stata, and other statistical software programming (sample documentation may be requested); and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.				
Strategy Lead, Healthy Eating	\$ 6,093	1.000	12	\$ 73,116
Position description: A Bachelor's Degree from an accredited college or university with at least three years of experience in the analysis of public or non-public programs including those in health, public health, public policy and/or social work/social welfare; A Master's Degree from an accredited college or university in a discipline related to the core business function of the department may be substituted for two years of the required experience; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.				
Strategy Lead, Joint Use	\$ 6,093	1.000	12	\$ 73,116

LINE ITEM BUDGET

BUDGET JUSTIFICATION FOR SALARIES

Position description:

A Bachelor's Degree from an accredited college or university with at least three years of experience in the analysis of public or non-public programs including those in health, public health, public policy and/or social work/social welfare; A Master's Degree from an accredited college or university in a discipline related to the core business function of the department may be substituted for two years of the required experience; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.

Strategy Lead, Active Transportation	\$ 6,093	1.000	12	\$ 73,116

Position description:

A Bachelor's Degree from an accredited college or university with at least three years of experience in the analysis of public or non-public programs including those in health, public health, public policy, planning, and/or social work/social welfare; A Master's Degree from an accredited college or university in a discipline related to the core business function of the department may be substituted for two years of the required experience; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.

Strategy Lead, Lifestyle Change	\$ 6,093	1.000	12	\$ 73,116

Position description:

A Bachelor's Degree from an accredited college or university with at least three years of experience in the analysis of public or non-public programs including those in health, public health, public policy and/or social work/social welfare; A Master's Degree from an accredited college or university in a discipline related to the core business function of the department may be substituted for two years of the required experience; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.

Policy Analyst	\$ 6,093	1.000	12	\$ 73,116

Position description:

A Bachelor's Degree from an accredited college or university with at least three years of experience working on policies projects and/or programs supporting active transportation and/or injury prevention; A Master's Degree from an accredited college or university in urban planning or related field may be substituted for two years of the required experience; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.

Data Analyst	\$ 6,093	1.000	12	\$ 73,116

Position description:

A Bachelor's Degree from an accredited college or university with at least three years of experience working on policies, projects and/or programs supporting active transportation and/or injury prevention; A Master's Degree from an accredited college or university in urban planning or related field may be substituted for two years of the required experience; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.

Program Analyst	\$ 5,039	1.000	12	\$ 60,468
	\$ 6,093			

Position description:

A Master's degree in a discipline related to the core business function of the department with at least one year of work experience – OR – a Bachelor's Degree from an accredited college or university with two years of experience in health program coordination or community/clinical services planning; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.

BUDGET JUSTIFICATION FOR SALARIES

Program Analyst	\$ 5,039	1.000	12	\$ 60,468

Position description:

A Master's degree in a discipline related to the core business function of the department with at least one year of work experience – OR – a Bachelor's Degree from an accredited college or university with two years of experience in health program coordination or community/clinical services planning; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.

Program Analyst	\$ 5,039	1.000	12	\$ 60,468

Position description:

A Master's degree in a discipline related to the core business function of the department with at least one year of work experience – OR – a Bachelor's Degree from an accredited college or university with two years of experience in health program coordination or community/clinical services planning; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.

Evaluation Analyst	\$ 4,657	1.000	12	\$ 55,884

Position description:

A Master's degree in a field of behavioral, public policy, health policy, public health, social sciences or equivalent (e.g., health services, social work/social welfare), AND one year's post Master's research experience - OR - a Bachelor's degree in a field of behavioral, public policy, health policy, public health, social sciences or equivalent (e.g., health services, social work/social welfare), and any combination of relevant education and/or experience totaling three years. Excellent communication and writing skills. Experience in SAS, Stata, and other statistical software programming; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.

Fiscal Analyst	\$ 4,466	1.000	12	\$ 53,592

Position description:

A Bachelor's degree from an accredited college or university; Three (3) years of experience in a staff capacity analyzing and making recommendations for the solution of problems of organization, systems and procedures, program, budget, or personnel, - one (1) year of which must have been analyzing, evaluating, preparing, and making recommendations for the solution of budgetary problems of a grant or a major segment of the budget of a large-sized project. Two (2) years of experience in managing assigned contracts including monitoring expenditures to ensure budgetary compliance, reviewing budget modifications, ensuring both accuracy and compliance with reporting data requirements, and approving invoices; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout Los Angeles County.

Salary Subtotal

Employee Benefits (enter percentage)

25.00%
(enter percentage)

Total Personnel Costs - Full Time

\$ 963,444
\$ 240,861
\$ 1,204,305

LINE ITEM BUDGET

BUDGET JUSTIFICATION FOR EMPLOYEE BENEFITS

ATTACHMENT C-II

Contractor Name: **Public Health Foundation Enterpri**
 Project Title: **Chronic Disease Prevention Strategy**
 Period of Performance: **September 30, 2015 - September 29, 2016**

PERSONNEL SERVICES	
BUDGET CATEGORY - EMPLOYEE BENEFITS	FULL-TIME
COMPONENT	PERCENTAGE
F.I.C.A.	7.65%
Health and Dental Insurance	8.83%
Unemployment Insurance	0.35%
Disability Insurance	0.11%
Life Insurance	0.01%
Workers Compensation	3.00%
Pension/Retirement	5.00%
Other (itemize Employee Training Tax	0.01%
Employee Assistant Program	0.04%
TOTAL*	25.00%

If your agency has multiple rates, include a separate page for each rate and an explanation as to when each rate is used.

***Must be within the range of 25% - 28% of salary costs.**

BUDGET JUSTIFICATION FOR SALARIES

ATTACHMENT C-II

Contractor Name:
Project Title:
Period of Performance:

Public Health Foundation Enterprises
Chronic Disease Prevention Strategy
Date of Board Approval - September 29, 2015
PERSONNEL SERVICES FORM (HOURLY)

Title/Name <small>If position is vacant, indicate TBH and approx. date of hire</small>	Hourly Rate	# of Hours	Proposed Cost
Evaluation Assistant	\$ 17.75	1040	\$ 18,460

Position description:

A Bachelor's degree in a field of the behavioral, public policy, health policy, public health, social sciences or equivalent, and one (1) year's post Bachelor's research/evaluation experience (enrollment in or experience as part of a Master's degree program in public health, public affairs or social science [e.g., M.P.H., M.P.P.] will count towards this minimum qualification). Excellent communication and writing skills. Experience in Excel, Access, Statistical Analysis System (SAS), Stata, and/or other statistical software programming; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout Los Angeles County.

Evaluation Assistant	\$ 17.75	1040	\$ 18,460

Position description:

A Bachelor's degree in a field of the behavioral, public policy, health policy, public health, social sciences or equivalent, and one (1) year's post Bachelor's research/evaluation experience (enrollment in or experience as part of a Master's degree program in public health, public affairs or social science [e.g., M.P.H., M.P.P.] will count towards this minimum qualification). Excellent communication and writing skills. Experience in Excel, Access, Statistical Analysis System (SAS), Stata, and/or other statistical software programming; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout Los Angeles County.

Evaluation Assistant	\$ 17.75	1040	\$ 18,460

Position description:

A Bachelor's degree in a field of the behavioral, public policy, health policy, public health, social sciences or equivalent, and one (1) year's post Bachelor's research/evaluation experience (enrollment in or experience as part of a Master's degree program in public health, public affairs or social science [e.g., M.P.H., M.P.P.] will count towards this minimum qualification). Excellent communication and writing skills. Experience in Excel, Access, Statistical Analysis System (SAS), Stata, and/or other statistical software programming; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout Los Angeles County.

Evaluation Assistant	\$ 17.75	1040	\$ 18,460

Position description:

BUDGET JUSTIFICATION FOR SALARIES

A Bachelor's degree in a field of the behavioral, public policy, health policy, public health, social sciences or equivalent, and one (1) year's post Bachelor's research/evaluation experience (enrollment in or experience as part of a Master's degree program in public health, public affairs or social science [e.g., M.P.H., M.P.P.] will count towards this minimum qualification). Excellent communication and writing skills. Experience in Excel, Access, Statistical Analysis System (SAS), Stata, and/or other statistical software programming; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout Los Angeles County.

Position description:

Salary Subtotal

Employee Benefits (enter percentage)

12.05%
(enter percentage)

Total Personnel Costs - Hourly

\$	73,840
\$	8,898
\$	82,738

BUDGET JUSTIFICATION FOR EMPLOYEE BENEFITS

ATTACHMENT C-II

Contractor Name: **Public Health Foundation Enterpri**
 Project Title: **Chronic Disease Prevention Strategy**
 Period of Performance: **September 30, 2015 - September 29, 2016**

PERSONNEL SERVICES	
BUDGET CATEGORY - EMPLOYEE BENEFITS	PART-TIME
COMPONENT	PERCENTAGE
F.I.C.A.	7.65%
Unemployment Insurance	1.29%
Workers Compensation	3.00%
Other: Employee Training Tax	0.04%
Employee Assistance Program	0.07%
TOTAL*	<u>12.05%</u>

If your agency has multiple rates, include a separate page for each rate and an explanation as to when each rate is used.

***Must not exceed 13% of total hourly costs.**

BUDGET JUSTIFICATION FOR TRAVEL

ATTACHMENT C-II

Contractor Name: **Public Health Foundation Enterprises**
 Project Title: **Chronic Disease Prevention Strategy**
 Period of Performance: **September 30, 2015 - September 29, 2016**

BUDGET CATEGORY- TRAVEL	(A) Proposed Cost
Item: Methodology Used: Mileage: Mileage rate of \$0.525 per mile for 11429 miles for the required staff positions during the entire performance. (0.525x11429=6,000)	
	\$ 6,000
Item: Methodology Used: Parking: Parking is for all required staff positions during the entire performance period not to exceed \$8,000.	
	\$ 8,000
Item: Methodology Used: Out-of-Town Travel: The out of town travel funds are required for program staff to attend mandatory meetings, conferences, and trainings to support all program objectives for required staffs during the contract duration and not to exceed \$12,000.	
	\$ 12,000
Total Travel Requested	\$ 26,000

**LINE ITEM BUDGET
SUMMARY**

ATTACHMENT C-III

Contractor Name: **Public Health Foundation Enterprises**
 Project Title: **Chronic Disease Prevention Strategy**
 Period of Performance: **September 30, 2016 - February 28, 2017**
 County Requesting Department: **DCDIP**
 County Project Director: **Judith Robb**
 County Work Order Director: **Genaro Sandoval**

BUDGET SUMMARY (Schedule of Projected Costs)	
COST CATEGORY	AMOUNT
Salaries	\$ 431,965.00
Employee Benefits	\$ 104,328.18
Travel - (mileage, parking and out-of-town)	\$ 17,500.00
Supplies	\$ -
Consultant/Contractual	\$ -
Other	\$ -
Indirect Costs*	\$ 54,271.73
TOTAL COST TO MEET THE REQUIREMENTS OF THE WORK	\$ 608,064.91

* Indirect Cost must not exceed 10% of total direct costs

CERTIFICATION

I certify that the following required costs (check boxes, as applicable) are included in this budget:

☒ 100% Basic Health and Dental Benefits

☒ Eleven (11) County-observed Holidays, at least ten (10) vacation days (accrued monthly), and twelve (12) sick days (accrued monthly) per year.


 **Contractor's Authorized Official Signature

2/9/15
 Date

NOTE: No E-signatures will be accepted

** Pursuant to Master Agreement, Paragraph 7.2 Contractor's Authorized Official(s). The authorized official must be the same person identified in Master Agreement, Exhibit B.

BUDGET JUSTIFICATION FOR SALARIES

ATTACHMENT C-III

Contractor Name:

Public Health Foundation Enterprises

Project Title:

Chronic Disease Prevention Strategy

Period of Performance:

September 30, 2016 - February 28, 2017

PERSONNEL SERVICES FORM (FULL TIME)

Title/Name (if position is vacant, indicate TBH and approx. date of hire)	Monthly Salary	FTE	# of Months	Proposed Cost
Program Manager, Component 1	\$ 6,432	1.000	5	\$ 32,160
Position description: A Bachelor's Degree from an accredited college or university with three to four years of experience in the analysis of public or non-public programs including those in health, public health, public policy, and social work/social welfare; A Master's Degree from an accredited college or university in a discipline related to the core business function of the department may be substituted for two year of the required experience; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.				
Program Manager, Component 2	\$ 6,432	1.000	5	\$ 32,160
Position description: A Bachelor's Degree from an accredited college or university with three to four years of experience in the analysis of public or non-public programs including those in health, public health, public policy, and social work/social welfare; A Master's Degree from an accredited college or university in a discipline related to the core business function of the department may be substituted for two years of the required experience; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.				
Evaluation Lead	\$ 6,625	1.000	5	\$ 33,125
Position description: A Master's degree from an accredited college or university with specialization in research, evaluation and epidemiologic methods or their equivalent -and- four years of experience designing, conducting, and evaluating studies and field investigations as a health scientist or equivalent position -OR- A Doctoral degree from an accredited college or university with specialization in research, evaluation and epidemiologic methods or their equivalent -and- two years of experience designing, conducting, and evaluating studies and field investigations. Excellent communication and writing skills with an established track record for publishing in professional and peer review journals. Experience in Statistical Analysis System (SAS), Stata, and other statistical software programming (sample documentation may be requested); and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.				
Strategy Lead, Healthy Eating	\$ 6,093	1.000	5	\$ 30,465
Position description: A Bachelor's Degree from an accredited college or university with at least three years of experience in the analysis of public or non-public programs including those in health, public health, public policy and/or social work/social welfare; A Master's Degree from an accredited college or university in a discipline related to the core business function of the department may be substituted for two years of the required experience; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.				
Strategy Lead, Joint Use	\$ 6,093	1.000	5	\$ 30,465

LINE ITEM BUDGET

BUDGET JUSTIFICATION FOR SALARIES

Position description:

A Bachelor's Degree from an accredited college or university with at least three years of experience in the analysis of public or non-public programs including those in health, public health, public policy and/or social work/social welfare; A Master's Degree from an accredited college or university in a discipline related to the core business function of the department may be substituted for two years of the required experience; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.

Strategy Lead, Active Transportation	\$ 6,093	1.000	5	\$ 30,465

Position description:

A Bachelor's Degree from an accredited college or university with at least three years of experience in the analysis of public or non-public programs including those in health, public health, public policy, planning, and/or social work/social welfare; A Master's Degree from an accredited college or university in a discipline related to the core business function of the department may be substituted for two years of the required experience; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.

Strategy Lead, Lifestyle Change	\$ 6,093	1.000	5	\$ 30,465

Position description:

A Bachelor's Degree from an accredited college or university with at least three years of experience in the analysis of public or non-public programs including those in health, public health, public policy and/or social work/social welfare; A Master's Degree from an accredited college or university in a discipline related to the core business function of the department may be substituted for two years of the required experience; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.

Policy Analyst	\$ 6,093	1.000	5	\$ 30,465

Position description:

A Bachelor's Degree from an accredited college or university with at least three years of experience working on policies projects and/or programs supporting active transportation and/or injury prevention; A Master's Degree from an accredited college or university in urban planning or related field may be substituted for two years of the required experience; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.

Data Analyst	\$ 6,093	1.000	5	\$ 30,465

Position description:

A Bachelor's Degree from an accredited college or university with at least three years of experience working on policies, projects and/or programs supporting active transportation and/or injury prevention; A Master's Degree from an accredited college or university in urban planning or related field may be substituted for two years of the required experience; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.

Program Analyst	\$ 5,039	1.000	5	\$ 25,195

Position description:

A Master's degree in a discipline related to the core business function of the department with at least one year of work experience – OR – a Bachelor's Degree from an accredited college or university with two years of experience in health program coordination or community/clinical services planning; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.

BUDGET JUSTIFICATION FOR SALARIES

Program Analyst	\$ 5,039	1.000	5	\$ 25,195
Position description: A Master's degree in a discipline related to the core business function of the department with at least one year of work experience – OR – a Bachelor's Degree from an accredited college or university with two years of experience in health program coordination or community/clinical services planning; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.				
Program Analyst	\$ 5,039	1.000	5	\$ 25,195
Position description: A Master's degree in a discipline related to the core business function of the department with at least one year of work experience – OR – a Bachelor's Degree from an accredited college or university with two years of experience in health program coordination or community/clinical services planning; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.				
Evaluation Analyst	\$ 4,657	1.000	5	\$ 23,285
Position description: A Master's degree in a field of behavioral, public policy, health policy, public health, social sciences or equivalent (e.g., health services, social work/social welfare), AND one year's post Master's research experience - OR - a Bachelor's degree in a field of behavioral, public policy, health policy, public health, social sciences or equivalent (e.g., health services, social work/social welfare), and any combination of relevant education and/or experience totaling three years. Excellent communication and writing skills. Experience in SAS, Stata, and other statistical software programming; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout the region.				
Fiscal Analyst	\$ 4,466	1.000	5	\$ 22,330
Position description: A Bachelor's degree from an accredited college or university; Three (3) years of experience in a staff capacity analyzing and making recommendations for the solution of problems of organization, systems and procedures, program, budget, or personnel, - one (1) year of which must have been analyzing, evaluating, preparing, and making recommendations for the solution of budgetary problems of a grant or a major segment of the budget of a large-sized project. Two (2) years of experience in managing assigned contracts including monitoring expenditures to ensure budgetary compliance, reviewing budget modifications, ensuring both accuracy and compliance with reporting data requirements, and approving invoices; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout Los Angeles County.				

Salary Subtotal

Employee Benefits (enter percentage)

Total Personnel Costs - Full Time

25.00%
(enter percentage)

\$	401,435
\$	100,359
\$	501,794

LINE ITEM BUDGET

BUDGET JUSTIFICATION FOR EMPLOYEE BENEFITS

ATTACHMENT C-III

Contractor Name: **Public Health Foundation Enterpri**
 Project Title: **Chronic Disease Prevention Strategy**
 Period of Performance: **September 30, 2016 - February 28, 2017**

PERSONNEL SERVICES	
BUDGET CATEGORY - EMPLOYEE BENEFITS	FULL-TIME
COMPONENT	PERCENTAGE
F.I.C.A.	7.65%
Health and Dental Insurance	8.34%
Unemployment Insurance	0.83%
Disability Insurance	0.11%
Life Insurance	0.01%
Workers Compensation	3.00%
Pension/Retirement	5.00%
Other (itemize Employee Training Tax	0.02%
Employee Assistant Program	0.04%
TOTAL*	25.00%

If your agency has multiple rates, include a separate page for each rate and an explanation as to when each rate is used.

***Must be within the range of 25% - 28% of salary costs.**

BUDGET JUSTIFICATION FOR SALARIES

ATTACHMENT C-III

Contractor Name:
Project Title:
Period of Performance:

Public Health Foundation Enterprises
Chronic Disease Prevention Strategy
Date of Board Approval - September 29, 2015
PERSONNEL SERVICES FORM (HOURLY)

Title/Name <small>If position is vacant, indicate TBH and approx. date of hire</small>	Hourly Rate	# of Hours	Proposed Cost
Evaluation Assistant	\$ 17.75	430	\$ 7,633
Position description: A Bachelor's degree in a field of the behavioral, public policy, health policy, public health, social sciences or equivalent, and one (1) year's post Bachelor's research/evaluation experience (enrollment in or experience as part of a Master's degree program in public health, public affairs or social science [e.g., M.P.H., M.P.P.] will count towards this minimum qualification). Excellent communication and writing skills. Experience in Excel, Access, Statistical Analysis System (SAS), Stata, and/or other statistical software programming; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout Los Angeles County.			
Evaluation Assistant	\$ 17.75	430	\$ 7,633
Position description: A Bachelor's degree in a field of the behavioral, public policy, health policy, public health, social sciences or equivalent, and one (1) year's post Bachelor's research/evaluation experience (enrollment in or experience as part of a Master's degree program in public health, public affairs or social science [e.g., M.P.H., M.P.P.] will count towards this minimum qualification). Excellent communication and writing skills. Experience in Excel, Access, Statistical Analysis System (SAS), Stata, and/or other statistical software programming; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout Los Angeles County.			
Evaluation Assistant	\$ 17.75	430	\$ 7,633
Position description: A Bachelor's degree in a field of the behavioral, public policy, health policy, public health, social sciences or equivalent, and one (1) year's post Bachelor's research/evaluation experience (enrollment in or experience as part of a Master's degree program in public health, public affairs or social science [e.g., M.P.H., M.P.P.] will count towards this minimum qualification). Excellent communication and writing skills. Experience in Excel, Access, Statistical Analysis System (SAS), Stata, and/or other statistical software programming; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout Los Angeles County.			
Evaluation Assistant	\$ 17.75	430	\$ 7,633
Position description:			

BUDGET JUSTIFICATION FOR SALARIES

A Bachelor's degree in a field of the behavioral, public policy, health policy, public health, social sciences or equivalent, and one (1) year's post Bachelor's research/evaluation experience (enrollment in or experience as part of a Master's degree program in public health, public affairs or social science [e.g., M.P.H., M.P.P.] will count towards this minimum qualification). Excellent communication and writing skills. Experience in Excel, Access, Statistical Analysis System (SAS), Stata, and/or other statistical software programming; and valid California driver's license, proof of vehicle insurance, and reliable transportation or ability to secure timely transportation for travel to a variety of sites throughout Los Angeles County.

Position description:

Salary Subtotal

Employee Benefits (enter percentage)

13.00%
(enter percentage)

Total Personnel Costs - Hourly

\$	30,530
\$	3,969
\$	34,499

BUDGET JUSTIFICATION FOR EMPLOYEE BENEFITS

ATTACHMENT C-III

Contractor Name: **Public Health Foundation Enterpri**
 Project Title: **Chronic Disease Prevention Strategy**
 Period of Performance: **September 30, 2016 - February 28, 2017**

PERSONNEL SERVICES	
BUDGET CATEGORY - EMPLOYEE BENEFITS	PART-TIME
COMPONENT	PERCENTAGE
F.I.C.A.	7.65%
Unemployment Insurance	2.18%
Workers Compensation	3.00%
Other: Employee Training Tax	0.09%
Employee Assistance Program	0.08%
TOTAL*	13.00%

If your agency has multiple rates, include a separate page for each rate and an explanation as to when each rate is used.

***Must not exceed 13% of total hourly costs.**

BUDGET JUSTIFICATION FOR TRAVEL

ATTACHMENT C-II

Contractor Name: **Public Health Foundation Enterprises**
 Project Title: **Chronic Disease Prevention Strategy**
 Period of Performance: **September 30, 2016 - February 28, 2017**

BUDGET CATEGORY- TRAVEL	(A) Proposed Cost
Item: Methodology Used: Mileage: Mileage rate of \$0.525 per mile for 5,714 miles for the required staff positions during the entire performance. (0.525x5,714=3,000)	
	\$ 3,000
Item: Methodology Used: Parking: Parking is for all required staff positions during the entire performance period not to exceed \$6,000.	
	\$ 4,500
Item: Methodology Used: Out-of-Town Travel: The out of town travel funds are required for program staff to attend mandatory meetings, conferences, and trainings to support all program objectives for required staffs during the contract duration and not to exceed \$10,000.	
	\$ 10,000
Total Travel Requested	\$ 17,500

**TEMPORARY PERSONNEL SERVICES
MASTER AGREEMENT WORK ORDER**

CERTIFICATION OF NO CONFLICT OF INTEREST

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

CONTRACTOR NAME Public Health Foundation Enterprises, Inc.

Work Order No. W20 County Master Agreement No. PH-001416

Los Angeles County Code Section 2.180.010.A provides as follows:

“Certain contracts prohibited.

- A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract:
1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
 4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.”

Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on Contractor's behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for the Work Order specified above, is within the purview of County Code Section 2.180.010.A, above.

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

**TEMPORARY PERSONNEL SERVICES
MASTER AGREEMENT WORK ORDER**

CERTIFICATION OF EMPLOYEE STATUS

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

CONTRACTOR NAME Public Health Foundation Enterprises, Inc.

Work Order No. W20 County Master Agreement No. PH-001416

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the attached Work Order.

EMPLOYEES

1. _____
3. _____
4. _____

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

Contract No. PH-_____



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

COMMUNITY PARTNERS

FOR

**CHRONIC DISEASE PREVENTION STRATEGY
IN LOS ANGELES SERVICES**

**DEPARTMENT OF PUBLIC HEALTH
CHRONIC DISEASE PREVENTION STRATEGY IN LOS ANGELES
SERVICES CONTRACT**

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STANDARD EXHIBITS

- Exhibit A – Statement(s) of Work – Intentionally Omitted
- Exhibit B – Scope(s) of Work
- Exhibit C – Budget(s)
- Exhibit D – Contractor's EEO Certification
- Exhibit E – Contractor Acknowledgement and Confidentiality Agreement or
Contractor Acknowledgement, Confidentiality, and Copyright
Assignment Agreement
- Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)

UNIQUE EXHIBITS

- Exhibit G – Charitable Contributions Certification
- Exhibit H – Living Wage Ordinance
- Exhibit I – Monthly Certification for Applicable Health Benefit Payments
- Exhibit J – Payment Statement of Compliance
- Exhibit K – Contractor's Assignment and Transfer of Copyright

Contract No. _____

**DEPARTMENT OF PUBLIC HEALTH
SERVICES CONTRACT**

THIS CONTRACT is made and entered into this _____
day of _____, 2015,

by and between

COUNTY OF LOS ANGELES (hereafter
"County")

and

COMMUNITY PARTNERS (hereafter
"Contractor").

WHEREAS, California Health and Safety Code Section 101025 places upon
County's Board of Supervisors ("Board"), the duty to preserve and protect the public's
health; and

WHEREAS, California Health and Safety Code Section 101000 requires
County's Board to appoint a County Health Officer, who is also the Director of County's
Department of Public Health ("DPH" or "Department"), to provide services directed
toward the prevention or mitigation of communicable and infectious diseases within the
jurisdiction of County; and

WHEREAS, the term "Director" as used herein refers to the County's Director of
DPH, or his duly authorized designee; (hereafter jointly referred to as "Director"); and

WHEREAS, County is authorized by Government Code Section 31000 to
contract for these services, and

WHEREAS, Contractor is willing and able to provide the services described
herein, in consideration of the payments under this contract and under the terms and
conditions hereafter set forth; and

WHEREAS, County is authorized by Government Code Section 53703 et seq., to do all acts necessary to participate in any federal program whereby federal funds are granted to County for purposes of health, education, welfare, and other public services described herein; and

WHEREAS, County has been granted funds from the federal Centers for Disease Control and Prevention ("CDC"), Catalog of Federal Domestic Assistance Number 93.757, for the State and Local Public Actions to Prevent Obesity, Diabetes, Heart Disease and Stroke – financed solely by Prevention and Public Health Funds to support the Chronic Disease Prevention Strategy in Los Angeles (CDPS) project, as described hereunder; and

WHEREAS, Contractor possesses the competence, expertise, facilities, and staff to conduct such activities described hereunder and has offered its resources to County to carry out the objectives of the CDPS project; and

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this contract and under the terms and conditions hereafter set forth; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1. APPLICABLE DOCUMENTS:

Exhibits B, C, D, E, F and G are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, budget, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or

between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits as listed below:

Standard Exhibits

Exhibit A – Statement of Work– Intentionally Omitted
Exhibit B – Scope of Work
Exhibit C – Budget(s)
Exhibit D – Contractor's EEO Certification
Exhibit E – Contractor Acknowledgement and Confidentiality Agreement
Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)

Unique Exhibits

Exhibit G – Charitable Contributions Certification

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the manner described in Exhibit B (Scope of Work), attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Contract shall be at least equivalent to that which Contractor provides to all other clients it serves.

C. If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

3. TERM OF CONTRACT:

The term of this Contract shall be effective date of Board approval and shall continue in full force and effect through September 29, 2015, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The County shall have the sole option to extend this Contract term up to three (3) additional one-year periods, for a maximum total Contract term of four (4) years. Each such option and extension shall be exercised at the sole discretion of the Director through written notification from the Director to the Contractor prior to the end of the Contract term.

The Contractor shall notify the Division of Chronic Disease and Injury Prevention (DCDIP) when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to (DCDIP) at the address herein provided in Section 21, NOTICES.

4. MAXIMUM OBLIGATION OF COUNTY:

A. Effective date of Board approval through September 29, 2015, the maximum obligation of County for all services provided hereunder shall not exceed One-Hundred Forty-Six Thousand Two-Hundred and Fifty dollars (\$146,250), as set forth in Exhibit C, attached hereto and incorporated herein by reference.

B. Effective September 30, 2015 through September 29, 2016, the maximum obligation of County for all services provided hereunder shall not exceed Two-Hundred Thousand dollars (\$200,000), as set forth in Exhibit C, attached hereto and incorporated herein by reference.

C. If contract is extended, effective September 30, 2016 through September 29, 2017, the maximum obligation of County for all services provided

hereunder shall not exceed Two-Hundred Thousand dollars (\$200,000), as set forth in Exhibit C, attached hereto and incorporated herein by reference.

D. If contract is extended, effective September 30, 2017 through September 29, 2018, the maximum obligation of County for all services provided hereunder shall not exceed Two-Hundred Thousand dollars (\$200,000), as set forth in Exhibit C, attached hereto and incorporated herein by reference.

E. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

F. The Contractor shall maintain a system of record keeping that will allow the contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided under Paragraph 21, NOTICES.

G. No Payment for Services Provided Following Expiration/ Termination of Contract: The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this

Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5. INVOICES AND PAYMENT:

A. The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit B elsewhere hereunder and in accordance with Exhibit C attached hereto and incorporated herein by reference.

B. The Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required reports and/or data. All billings shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor.

C. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance to the Budget(s) attached hereto and incorporated herein by reference.

D. Billings shall be submitted directly to DCDIP at the address herein provided under Section 21, NOTICES.

E. For each term, or portion thereof, that this Contract is in effect, Contractor shall provide an annual cost report within thirty (30) calendar days following the close of the contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles and clearly reflect all required information as specified in instructions and forms provided by the County.

If this Contract is terminated prior to the close of the contract period, the cost report shall be for that Contract period which ends on the termination date. The report shall be submitted within thirty (30) calendar days after such termination date.

The primary objective of the annual cost report shall be to provide the County with actual expenditure data for the contract period that shall serve as the basis for determining final amounts due to/from the Contractor.

If the annual cost report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County and/or, at the Director's sole discretion, a final determination of amounts due to/from Contractor is determined on the basis of the last monthly billing received.

Failure to provide the annual cost report may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

F. Upon expiration or prior termination of this Contract, Contractor shall submit, within thirty (30) calendar days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) within the specified period shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoice(s).

G. Withholding Payment:

(1) Subject to the reporting and data requirements of this Contract and the exhibit(s) attached hereto, Director may withhold any payment to Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Contract, or if such report or data is incomplete in accordance with requirements set forth in this Contract. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.

(2) Subject to the Record Retention and Audits provision of this Contract, Director may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days notice of deficiency(ies) in compliance with the terms of this Contract and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the

deficiency(ies) noted above, Director shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Contract, if the services are not completed by Contractor within the specified time, Director may withhold all payments to Contractor under this Contract until proof of such service(s) is/are delivered to County.

(5) In addition to Sub-paragraphs (1) through (4) immediately above, Director may withhold payments due to Contractor for amounts due to County as determined by any cost report settlement, audit report, audit report settlement, or financial evaluation report, resulting from this or any current year's Contract(s) or any prior year's Contract(s) between the County and Contractor. The withheld payments will be used to pay all amounts due to the County. Any remaining withheld payment will be paid to the Contractor accordingly.

(6) Director may withhold any payment to Contractor if Contractor, in the judgment of the County is in material breach of this Contract or has failed to fulfill its obligations under this Contract until Contractor has cured said breaches and/or failures. Director will provide written notice of its intention to withhold payment specifying said breaches and/or failure to Contractor.

H. Fiscal Viability: Contractor must be able to carry the costs of its program without reimbursement under this Contract for at least sixty (60) days at any point during the term of this contract.

6. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, as authorized by the County's Board of Supervisors, County may: 1) increase or decrease funding up to ten percent (10%) above or below each term's annual base maximum obligation; 2) reallocate funds between budgets within this Contract where such funds can be more effectively used by Contractor up to ten percent (10%) of the term's annual base maximum obligation; and 3) make modifications to or within budget categories within each budget, as reflected in Exhibit C, up to an adjustment between all budget categories equal to ten percent (10%) of each term's annual base maximum obligation, and make corresponding service adjustments, as necessary. Such adjustments may be made based on the following: (a) if additional monies are available from federal, State, or County funding sources; (b) if a reduction of monies occurs from federal, State, or County funding sources; and/or (c) if County determines from reviewing Contractor's records of service delivery and billings to County that an underutilization of funds provided under this Contract will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution or at the beginning of the applicable contract term, to the extent allowed by the funding source and as authorized by the County's Board of Supervisors. Adjustments and reallocations of funds in excess of the aforementioned amount shall require separate approval by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds between budgets in this Contract shall be

effectuated by an administrative amendment to this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract. Any modification to or within budget categories within each budget, as reflected in Exhibit C, shall be effectuated by a change notice that shall be incorporated into and become part of this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

7. ALTERATION OF TERMS/AMENDMENTS:

A. The body of this Contract and any Exhibit(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the

form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.

B. The County's Board of Supervisors; the Chief Executive Officer or designee; or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract to comply with changes in law or County policy. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or State or federal entity. To implement such changes, an Amendment to the Contract shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.

C. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the contract term; the rollover of unspent Contract funds; and/or an internal reallocation of funds between budgets up to ten percent (10%) of each term's annual base maximum obligation and/or an increase or decrease in funding up to ten percent (10%) above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term, and make corresponding service adjustments, as necessary, an Administrative Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of this Contract.

D. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit modifications to or within budget categories within each budget, as reflected in Exhibit C, up to an adjustment between all budget categories equal to ten percent (10%) of each term's annual base maximum obligation, and corresponding adjustment of the scope of work tasks and/or activities and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the Contract's terms and conditions, a written Change Notice shall be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into and become part of this Contract.

8. CONFIDENTIALITY:

A. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its

officers, employees, agents, or subcontractors, to comply with this CONFIDENTIALITY Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this CONFIDENTIALITY Paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

C. Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

D. Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit E.

9. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST: Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to

qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

10. INDEMNIFICATION: The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

11. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and in the INSURANCE COVERAGE REQUIREMENTS Paragraph of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

A. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability

policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding Fifty Thousand Dollars (\$50,000), and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles – Department of Public Health
Contract Monitoring Unit
5555 Ferguson Drive, Suite 210
Commerce, California 90022

Attention: Chief Contract Monitoring Unit

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor.

Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Provisions herein.

C. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with

respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' right of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

I. Sub-Contractor Insurance Coverage Requirements: Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor

deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects to the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

K. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

M. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to

satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

O. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

12. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability insurance (providing scope of coverage equivalent to Insurance Services Office ["ISO"] policy form "CG 00 01"), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form "CA 00 01") with limits of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including "owned", "leased", "hired", and/or "non-owned" autos, as each may be applicable.

C. Workers' Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than One Million Dollars (\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

14. PUBLICITY: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Contract, shall have prior written approval from the Director or his/her designee prior to its

publication, printing, duplication, and implementation with this Contract. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgement that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health and other applicable funding sources.

For the purposes of this Contract, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

15. RECORD RETENTION AND AUDITS:

A. Service Records: Contractor shall maintain all service records related to this contract for a minimum period of five (5) years following the expiration or prior termination of this Contract. Contractor shall provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder. Records shall be accessible as detailed in the subsequent sub-paragraph.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. For additional information, please refer to the Los Angeles County Auditor-

Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at <http://publichealth.lacounty.gov/cg/index.htm>.

Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

(1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.

(2) A General Ledger.

(3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

(4) Personnel records which show the percentage of time worked providing service claimed under this Contract. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Contract.

(5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Contract.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records shall be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum period of five (5) years following expiration or earlier termination of this Contract, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours within ten (10) calendar days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, the Contractor shall permit such inspection or audit to take place at an agreed

to outside location, and Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location. Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the Internet (i.e. electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Preservation of Records: If following termination of this Contract Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

D. Audit Reports: In the event that an audit of any or all aspects of this Contract is conducted by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Chief of the County's Department of Public Health ("DPH") Contract Monitoring Division, and with County's Auditor-Controller (Auditor-Controller's Audit Branch) within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Contract, or under

applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor in compliance with Federal Office of Management and Budget (OMB) Circular Number A-133. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's DPH Contract Monitoring Division no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

If the audit report(s) is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report(s) is delivered to County.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work paper shall be made available for review by federal, State, or County representative upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of five (5) years

following the furnishing of services under this Contract, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

G. Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the result shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County. County may withhold any claim for payment by Contractor for any month or months for any deficiency(ies) not corrected.

H. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by

County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this paragraph an “unsubstantiated unit of service” shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and “unsubstantiated reimbursement of stated actual net costs” shall mean a stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County’s payment for those units of service, the Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within thirty (30) calendar days of termination of the Contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County maximum Obligation.

(4) In no event shall County be required to pay Contractor for units of services that are not supported by actual allowable and documented costs.

(5) In the event that Contractor's actual allowable and documented cost for a unit of service are less than fee-for-service rate(s) set out in the budget(s), the Contractor shall be reimbursed for its actual allowable and documented costs only.

I. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Contract.

16. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE OR RESTRICTIONS ON LOBBYING:

A. The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

B. Federal Certification and Disclosure Requirement: Because federal monies are to be used to pay for Contractor's services under this Contract, Contractor shall comply with all certification and disclosure requirements

prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Contract also fully comply with all such certification and disclosure requirements.

17A. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit G, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

17B. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:

Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members

barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Contract.

17C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it, nor any of its owners, officers, partners, directors or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any of its subcontractors or any principals of either being suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of

Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

17D. WHISTLEBLOWER PROTECTIONS:

A. Per statute 41 United States Code (U.S.C.) 4712, all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts are subject to whistleblower rights, remedies, and protections and may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing. In addition, whistleblowing protections cannot be waived by any agreement, policy, form, or condition of employment.

B. Whistleblowing is defined as making a disclosure “that the employee reasonably believes” is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee’s disclosure must be made to: a member of Congress, or a representative of a Congressional committee; an Inspector General; the Government Accountability Office; a federal employee responsible for contract or grant oversight or management at the relevant agency; an official from the Department of Justice, or other law enforcement agency; a court or grand jury; or a management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

C. The National Defense Authorization Act for fiscal year 2013, enacted January 2, 2013, mandates a Pilot Program for Enhancement of Contractor Employee Whistleblower Protections that requires that all grantees, their subgrantees, and subcontractors: to inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; to inform their employees in writing of the employee whistleblower protections under statute 41 U.S.C. 4712 in the predominant native language of the workforce; and, contractors and grantees shall include such requirements in any agreement made with a subcontractor or subgrantee.”

17E. COMPLIANCE WITH COUNTY’S CHILD WELLNESS POLICY: This Contract is subject to Chapter 3.116 of the County Code entitled Los Angeles County Child Wellness Policy (Child Wellness). As required by the Child Wellness policy Contractor shall make every effort to provide current nutrition and physical activity information to parents, caregivers, and staff as recommended by the Centers for Disease Control and Prevention, and the American Academy of Pediatrics; ensure that age appropriate nutritional and physical activity guidelines for children both in out-of-home care and in child care settings are promoted and adhered to; and provide opportunities for public education and training.

17F. LIQUIDATED DAMAGES:

A. If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly

payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

B. If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the Contractor over a certain time span, the Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate

private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

C. The action noted in sub-paragraph B above shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

D. This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in sub-paragraph B above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

17G. DATA DESTRUCTION:

A. Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization.

Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201>)

B. The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within

10 business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

C. Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within 10 business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

17H. COST OF LIVING ADJUSTMENTS (COLA's): If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a (COLA) pursuant to this paragraph for living wage contracts, it may, in its sole discretion

exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase shall take effect and become part of this Contract, it shall require a written amendment to this contract first, that has been formally approved and executed by the parties.

17I. DATA COLLECTION AND EVALUATION: Contractors are subject to participate in evaluation activities mandated by the U.S. Department of Health and Human Services and/or DPH that may be outside their Scope of Work.

17J. COMPLIANCE WITH CENTERS FOR DISEASE CONTROL AND PREVENTION REQUIREMENTS: As a recipient of federal funding, Contractor must comply with the administrative requirements outlined in 45 Code of Federal Regulations (CFR) Part 74 or Part 92, 2 CFR Part 200, 225 and 230 as appropriate. The Additional Requirements that apply to this contract may be found on the CDC website at:

http://www.cdc.gov/od/pgo/funding/grants/additional_req.shtm

17K. NOTIFICATION OF ADDITIONAL GRANT FUNDING: Contractor is required to notify County if other grant funding has been acquired to perform work associated with the Scope of Work goals.

18. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Contract, they shall be deemed a part of the operative provisions of this Contract and are fully binding upon the parties.

19. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Contract and that of any Exhibit(s), Attachment(s), and any documents incorporated herein by reference, the language found within this Contract shall govern and prevail.

20. CONTRACTOR'S OFFICES: Contractor's office is located at _____ . Contractor's business telephone number is (____) _____, facsimile (FAX) number is (____) _____, and electronic Mail (e-mail) address is _____. Contractor shall notify County, in writing, of any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

21. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Contract. Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Public Health
Division of Chronic Disease and Injury Prevention

3530 Wilshire Boulevard, Suite 800
Los Angeles, California 90010

Attention: Division Director

(2) Department of Public Health
Contracts and Grants Division
313 North Figueroa Street, 6th Floor-West
Los Angeles, California 90012-2659

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

(1) _____

Attention: _____

22. ADMINISTRATION OF CONTRACT:

A. County's Director of Public Health or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Contract on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

B. Approval of Contractor's Staff: County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the contractor's Project Manager.

C. Contractor's Staff Identification: All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense related to the badges.

D. Background and Security Investigations: Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation. Contractor shall perform the background check using County's mail code, routing results to the County.

If a member of Contractor's staff who is in a designated sensitive position does not obtain work clearance through the criminal history background review, they may not be placed and/or assigned within the Department of Public Health. During the term of the Contract, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Contract and replace such staff within fifteen (15) days of removal or within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor nor to Contractor's staff any information obtained through the criminal history review.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

23. ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any

entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

24. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

25. BUDGET REDUCTION: In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Contract.

26. CONTRACTOR BUDGET AND EXPENDITURES REDUCTION

FLEXIBILITY: In order for County to maintain flexibility with regard to budget and expenditure reductions, Contractor agrees that Director may cancel this Contract, without cause, upon the giving of ten (10) calendar days written notice to Contractor. In the alternative to cancellation, Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Contract via a written amendment to this Contract.

27. COMPLAINTS: The Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to complaints.

A. Within thirty (30) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.

B. The policy shall include, but not be limited to, when and how new clients as well as current and recurring clients are to be informed of the procedures to file a complaint.

C. The client and/or his/her authorized representative shall receive a copy of the procedure.

D. The County will review the Contractor's policy and provide the Contractor with approval of said policy or with requested changes.

E. If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within thirty (30) business days for County approval.

F. If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

G. The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within fifteen (15) business days of receiving the complaint.

H. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

I. Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

28. COMPLIANCE WITH APPLICABLE LAW:

A. In the performance of this Contract, Contractor shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. To the extent that there is any conflict between federal and State or local laws, the former shall prevail.

B. Contractor shall indemnify, defend and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its

officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph shall be conducted by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by county in its sole judgment, County shall be entitled to retain its own counsel, including limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

29. COMPLIANCE WITH CIVIL RIGHTS LAW: The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D – Contractor's EEO Certification.

30. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

A. Jury Service Program: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is available on the internet at <http://publichealth.lacounty.gov/cg/index.htm>

B. Written Employee Jury Service Policy:

(1) Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor.

“Full-time” means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.

(3) If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service

Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

(4) Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, at its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

31. CONFLICT OF INTEREST:

A. No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

B. The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons

implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

32. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS:

A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to GainGrow@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

B. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

33. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. Responsible Contractor: A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of the County Code: The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or

other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

C. Non-Responsible Contractor: The County may debar a Contractor if the Board of Supervisors finds, at its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. Contractor Hearing Board: If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence

discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

I. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

J. Subcontractors of Contractor: These terms shall also apply to Subcontractors of County Contractors.

34. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT

TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org

35. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

B. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment

Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

36. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

37. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations where services are provided under provisions of this Contract are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to

Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

38. RULES AND REGULATIONS: During the time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that (1) such person has violated said rules or regulations, or (2) such person's actions, while on County premises, indicate that such person may do harm to County patients, staff, or other individuals.

39. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

A. The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

B. If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

40. EMPLOYMENT ELIGIBILITY VERIFICATION:

A. The Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others

and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

B. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

41. FACSIMILE REPRESENTATIONS: The County and the Contractor hereby agree to accept facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on time-sensitive Amendments prepared pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract. The facsimile transmission of such documents must be followed by

subsequent (non-facsimile) transmission of “original” versions of such documents within five working days.

42. FAIR LABOR STANDARDS: The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

43. FISCAL DISCLOSURE: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Contract a statement, executed by Contractor's duly constituted officers, containing the following information: (1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding; and (2) If during the term of this Contract, the source(s) of Contractor's funding changes, Contractor shall promptly notify Director in writing, detailing such changes.

44. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that County provides essential services to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Contract, full performance by Contractor during any riot, strike, insurrection, civil unrest, natural disaster, or similar

event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Contract.

45. GOVERNING LAW, JURISDICTION, AND VENUE: This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

46. INDEPENDENT CONTRACTOR STATUS:

A. This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

C. The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

D. The Contractor shall adhere to the provisions stated in the CONFIDENTIALITY Paragraph of this Contract.

47. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain during the term of this Contract, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of County's Department of Public Health (DPH) - at any time during the term of this Contract.

48. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group

identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental disability, in accordance with requirements of federal and State laws, or in any manner on the basis of the client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Contract are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation.

B. Facility Access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where federal funds are involved, and the Americans with Disabilities Act. Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with

respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Contract, he or she shall be advised by Contractor of these procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

49. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation or condition of physical or mental disability, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of

physical or mental disability, or sexual orientation in accordance with requirements of federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provision of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status,

political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provision of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any provisions of the Paragraph have been violated, the same shall constitute a material breach of Contract upon which Director may suspend or County may determine to terminate this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity commission that Contractor has violated Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of the Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

50. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the Department from acquiring similar, equal, or like goods and/or services from other entities or sources.

51. NOTICE OF DELAYS: Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

52. NOTICE OF DISPUTES: The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director shall resolve it.

53. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

54. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the

Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

55. PROHIBITION AGAINST INDUCEMENT OR PERSUASION:

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

56. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

57. PUBLIC RECORDS ACT:

A. Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to the RECORD RETENTION AND AUDITS Paragraph of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and

which are marked “trade secret”, “confidential”, or “proprietary”. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

B. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

58. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except for use during the term of this Contract, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Contract, the discontinuance of the business of Contractor, the failure of

Contractor to comply with any of the provisions of this Contract, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. Contractor, in conjunction with County, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Annually, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact Director, for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Contract, or upon the expiration or earlier termination of this Contract, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

59. REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:

A. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to Director within ten (10) calendar days following execution of this Contract, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

- (1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in sub-paragraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers,

members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the names (s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

B. Business Ownership Disclosure: Contractor shall prepare and submit to Director, upon request, a detailed statement, executed by Contractor's duly constituted officers, indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Contract. If during the term of this Contract the Contractor's ownership of other businesses dealing with Contractor under this

Contract changes, Contractor shall notify Director in writing of such changes within thirty (30) calendar days prior to the effective date thereof.

60. REPORTS: Contractor shall make reports as required by County concerning Contractor's activities and operations as they relate to this Contract and the provision of services hereunder. In no event, however may County require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

61. RECYCLED CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper to the maximum extent possible in connection with services to be performed by Contractor under this Contract.

62. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Contract, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Contract. County and its Department of Public Health (DPH) shall make the determination to re-solicit bids or request proposals in accordance with applicable County policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

63. STAFFING AND TRAINING/STAFF DEVELOPMENT: Contractor shall operate continuously throughout the term of this Contract with at least the minimum number of staff required by County. Such personnel shall be qualified in accordance with standards established by County. In addition, Contractor shall comply with any additional staffing requirements which may be included in the Exhibits attached hereto.

During the term of this Contract, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisory position becomes vacant during the term of this Contract, Contractor shall, prior to filling said vacancy, notify County's Director. Contractor shall provide the above set forth required information to County's Director regarding any candidate prior to any appointment. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Contract.

Contractor shall institute and maintain a training/staff development program pertaining to those services described in the Exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of such training/staff development program.

64. SUBCONTRACTING:

A. For purposes of this Contract, subcontracts must be approved in advance in writing by Director or his/her authorized designee(s). Contractor's request to Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor, (who shall be licensed as appropriate for provision of subcontract services), and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(2) A detailed description of the services to be provided by the subcontract.

(3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. (Any later modification of such subcontract shall take the form of a formally written subcontract amendment which also must be approved in writing by the Director in the same manner as described above, before such amendment is effective.)

(5) Any other information and/or certification(s) requested by Director.

B. Director shall review Contractor's request to subcontract and shall determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.

C. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Contract, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Contract.

D. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.

E. In the event that Director consents to any subcontracting, such consent shall be provisional, and shall not waive the County's right to later withdraw that consent when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

F. The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

G. Subcontracts shall contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles

and shall be subject to all of the provisions of such prime contract.” Further, Contractor shall also reflect as subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF TERMS and ALTERATION OF TERMS Paragraphs and all of the provisions of this Contract.

Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Contract, on or immediately after the effective date of the subcontract, but in no event, later than the date and any services are to be performed under the subcontract.

H. The Contractor shall obtain certificates of insurance which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor.

I. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

J. The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

K. The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has

determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

65. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 35, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to, Paragraph 67, TERMINATION FOR DEFAULT, herein, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

66. TERMINATION FOR CONVENIENCE: The performance of services under this Contract may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Contract is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

A. Stop services under this Contract on the date and to the extent specified in such Notice of Termination; and

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final settlement under this Contract, in accordance with Paragraph 15, RECORD RETENTION AND AUDITS, shall retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Contract in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

67. TERMINATION FOR DEFAULT: County may, by written notice of default to Contractor, terminate this Contract immediately in any one of the following circumstances:

A. If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Contract or any extension thereof as County may authorize in writing; or

B. If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that the Contractor was not in default under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 66, TERMINATION FOR CONVENIENCE.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

68. TERMINATION FOR GRATUITIES AND/OR IMPROPER

CONSIDERATION: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Contract, if it is found that gratuities or consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract, or making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

(Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)

69. TERMINATION FOR INSOLVENCY: County may terminate this Contract immediately for default in the event of the occurrence of any of the following:

A. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether

Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the Federal Bankruptcy Law or not;

B. The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

C. The appointment of a Receiver or Trustee for Contractor;

D. The execution by Contractor of an assignment for the benefit of creditors.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

70. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

71. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT:

Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Contract.

72. TIME OFF FOR VOTING: The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

73. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

74. VALIDITY: If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the

application of such provision to other persons or circumstances shall not be affected thereby.

75. WAIVER: No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

76. WARRANTY AGAINST CONTINGENT FEES:

A. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

B. For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

77. WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED
PROPERTY TAX REDUCTION PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are

current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

78. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 77, WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Interim Director of Public Health, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Cynthia A. Harding, M.P.H.
Interim Director

COMMUNITY PARTNERS
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
MARK J. SALADINO
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
CHRONIC DISEASE PREVENTION STRATEGY IN LOS ANGELES PROJECT
SCOPE OF WORK**

Date of Contract Execution to September, 29 2015

AGENCY NAME: Community Partners

GOAL: Through the Los Angeles Food Policy Council, to increase access to and improve the quality of food and nutrition in the City of Los Angeles in order to promote health and help prevent chronic conditions such as prediabetes, diabetes and high blood pressure.

Deliverables	Activities	Timeline		Tracking Measures
		Start Date	End Date	
1. Program Manager staff hired	1. Hire Staff Hire project coordinator at LA Food Policy Council; train	Date of execution	March 2015	Staff hired; submit to DPH resumes of hired staff
2. Subcontract signed with LURN for purchasing cooperative	2. Collaborate with LURN staff, who will lead the business planning of the purchasing cooperative	Date of execution	March 2015	MOU between LAFPC and LURN
3. Healthy Neighborhood Market Network Curriculum Development	3. Invite LAFPC Leadership Board members and Network experts to curriculum review team.	Date of execution	ongoing through September 2015	Meetings between partners held; submit to DPH meeting agendas and sign-in sheets
	Conduct project assessment, expert interviews and complete curriculum including impact evaluation	Date of execution	May 2015	Submit final curriculum document
	Expert review team provides feedback on curriculum	April 2015	May 2015	Submit final curriculum document
4. Conduct Store Owner & Entrepreneur Trainings	4. Conduct 1 Korean Language Business And Technical Assistance Training To Support Healthy Food Inventory – 30 Participants	May 2015,	September 2015	Program Agenda
	1 English/Multi-Lingual Training Business And Technical Assistance Training To Support Healthy Food Inventory - 30 Participants	May 2015	September 2015	Program Agenda
	“Train The Trainers” Leadership Training For “Leadership Team” Of 5-10 Store Owners In	Date of Execution	September 2015	Program Agenda

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
CHRONIC DISEASE PREVENTION STRATEGY IN LOS ANGELES PROJECT
SCOPE OF WORK**

Date of Contract Execution to September, 29 2015

AGENCY NAME: Community Partners

GOAL: Through the Los Angeles Food Policy Council, to increase access to and improve the quality of food and nutrition in the City of Los Angeles in order to promote health and help prevent chronic conditions such as prediabetes, diabetes and high blood pressure.

Deliverables	Activities	Timeline		Tracking Measures
		Start Date	End Date	
	Healthy Neighborhood Market Network			
	Develop Quarterly Assessment Tools To Track Introduction Of Fruits And Vegetables Into Stores	March 2015	May 2015	Quarterly Assessment Tracking Document
	Conduct 3 Month Assessments With 30 Trained Participants (Of Annual Cohort) To Track	August 2015	ongoing through September 2015	Annual Report On Quarterly Assessments
	Provide Direct TA Follow Up To 10 Stores For Introduction Or Expansion Of Fruits And Vegetables Into Stores	March 2015	Ongoing through September 2015	Annual Report On Technical Assistance Activities And Quarterly Assessments
	Coordinate With Freshworks And First 5 LA To Promote Micro-Lending Opportunities For Stores, And To Provide Business And Leadership Technical Assistance To Freshworks Funded Projects	April 2015	Ongoing through September 2015	Program Agenda, Annual Report On Technical Assistance Activities,
5. Develop A Small Store Purchasing Cooperative To Provide Cost-Effective Fresh Produce And Healthy Food Products To Small Stores	5. Though Market Research, Case Studies And Lessons Learned From The “Prototype” Pilot Phase, Develop A Business Plan For The Purchasing Cooperative	March 2015	Ongoing through September 2015	Final Business Plan Submitted To DPH
	Develop Partnerships With At Least 2 Vendors/Distributors Who Can Supply Product And Potentially Support With Facilities And Personnel Capacity	March 2015	Ongoing through September 2015	Sample Copies Of Product Inventory
		March 2015	Ongoing through September 2015	Annual Membership Rosters For Purchasing Cooperatives

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
CHRONIC DISEASE PREVENTION STRATEGY IN LOS ANGELES PROJECT
SCOPE OF WORK**

Date of Contract Execution to September, 29 2015

AGENCY NAME: Community Partners

GOAL: Through the Los Angeles Food Policy Council, to increase access to and improve the quality of food and nutrition in the City of Los Angeles in order to promote health and help prevent chronic conditions such as prediabetes, diabetes and high blood pressure.

Deliverables	Activities	Timeline		Tracking Measures
		Start Date	End Date	
	Recruit And Manage Relationships With 10 Stores Or Other Micro-Entrepreneurs A Year To Participate In Cooperative			
6. Collaboratively Developed Policy Proposal To Support Healthy Food Retail In City Of LA	6. Convene Healthy Food Retail Working Group Of Practitioners And Stakeholders From Community Economic Development, Community Advocacy, Community Development Financial Institutions, Public Health, And Food Retailers And Entrepreneurs On A Bi-Monthly Basis To Build Consensus Around Policy Recommendations To Expanding Access To Healthy Food Retail	March 2015	Ongoing through September 2015	Meeting Attendance And Written Progress Reports
	Conduct Policy Analysis And Disseminate Best Practices And Assessment/Evaluation Findings	March 2015	Ongoing through September 2015	Report Of Policy Analysis And Findings
	Develop Policy Brief With Recommendations To City Of Los Angeles	March 2015	Ongoing through September 2015	Release Of Policy Brief
7. Fulfill Administrative And Evaluation Requirements Of The Grant, And Participate In Workgroup Activities.	7. Communicate Monthly With DPH Staff To Discuss Progress.	Date of Execution	Ongoing through September 2015	Meeting Attendance Or Written Communication.
	Provide Quarterly Written Progress Reports On Mutually Agreed Upon Programmatic Milestones.	Date of Execution	Ongoing through September 2015	Written Progress Report
	Participate In Meetings As Requested.	Date of Execution	Ongoing through September 2015	Meeting Attendance

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
CHRONIC DISEASE PREVENTION STRATEGY IN LOS ANGELES PROJECT
SCOPE OF WORK**

Date of Contract Execution to September, 29 2015

AGENCY NAME: Community Partners

GOAL: Through the Los Angeles Food Policy Council, to increase access to and improve the quality of food and nutrition in the City of Los Angeles in order to promote health and help prevent chronic conditions such as prediabetes, diabetes and high blood pressure.

Deliverables	Activities	Timeline		Tracking Measures
		Start Date	End Date	
	Participate In Required Evaluation Activities, Including Pre/Post Program Implementation.	Date of Execution	Ongoing through September 2015	Completion Of Required Evaluation Projects

County of Los Angeles - Department of Public Health
Division of Chronic Disease and Injury Prevention
Chronic Disease Prevention Strategy in Los Angeles

Exhibit C
Schedule 1

Community Partners for Los Angeles Food Policy Counsel

Term: Date of Execution through September 29, 2015

BUDGET SUMMARY (Schedule of Projected Costs)	
COST CATEGORY	AMOUNT
Salaries	\$ 106,000
Employee Benefits	\$ 24,380
Operating Expenses	\$ 200
Trainings and Travel	\$ -
Consultants and Subcontractors	\$ -
Other	\$ -
Indirect Costs*	\$ 15,670
TOTAL COST TO MEET THE REQUIREMENTS OF THE WORK	\$ 146,250

*if requesting indirect costs, a copy of the indirect cost rate agreement is required. If the indirect cost rate is a provisional rate, the agreement should be less than 12 months of age.

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
(HIPAA)**

BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE

PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulation (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information as defined by the HIPAA Rules and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.

1.2 "Business Associate" has the same meaning as the term "business associate" at C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or

activities on behalf of, or provides certain services to a covered entity that involve access by the business associate to Protected Health Information. A “business associate” also is a subcontractor that creates, receives, maintains or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement “Business Associate” shall mean Contractor.

1.3 “Covered Entity” has the same meaning as the term “covered entity” at 45 CFR § 160.103, and in reference to the party to this Business Associate Agreement, “Covered Entity” shall mean County.

1.4 “Data Aggregation” has the same meaning as the term “data aggregation at 45 C.F.R. Data Aggregation” has the same meaning as the term “data aggregation at 45 C.F.R. § 164.501. 164.501.

1.5 “De-identification” refers to the de-identification standard at 45 C.F.R. 164.514.

1.6 “Designated Record Set” has the same meaning as the term “designated record set” at 45 C.F.R. § 164.501.

1.7 “Disclose” and “Disclosure” mean, with respect to Protected Health Information the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate’s internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)

1.8 “Electronic Health Record” means an electronic record of health-related information on and individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S.C. § 17921.)

1.9 “Electronic Media” has the same meaning as the term “electronic media” at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media include, for example, the Internet, extranet or intranet, leased lines,

dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.

1.10 Electronic Protected Health Information” has the same meaning as the term “electronic protected health information” at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.11 Health Care Operations” has the meaning as the term “health care operations” at 45 C.F.R. § 164.501.

1.12 Individual” has the same meaning as the term “individual” at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R § 164.502 (g).

1.13 Law Enforcement Official” has the same meaning as the term “law enforcement official” at 45 C.F.R. § 164.103.

1.14 Minimum Necessary” refers to the minimum necessary standard at 45 C.F.R. § 162.502 (b).

1.15 Protected Health Information” has the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of

health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.

1.16 "Required By Law" has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.

1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103.

1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.

1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.

1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R. § 164.103.)

1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED

HEALTH INFORMATION

2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.

2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.

2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.

2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the applicable Covered Entity's Minimum Necessary policies and procedures.

2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.

2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law.

2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH

INFORMATION

3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.

3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sub-Paragraph 2.5 and 2.6 above.

3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in Sub-Paragraph 2.2 above.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.

4.2 Business Associate shall comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sub-Paragraph 5.1.1, 5.1.2 and 5.1.3 below.

5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by

exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Sub-Paragraph 5.3, for any reporting required by Sub-Paragraph 5.1, Business Associate shall provide, to the extent available, all information required by, and within the time frames specified in, Sub-Paragraphs 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.2. Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery

by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Chief Privacy Officer at: Chief Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525, Los Angeles, California 90012, HIPAA@auditor.lacounty.gov**, that includes, to the extent possible:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;

(e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;

(f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;

(g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

(h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Sub-paragraphs 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

(a) Business Associate may delay the notification required by Sub-paragraph 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

(b) If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

(c) If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Sub-paragraph 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives,

maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Sub-paragraph 6.1.

6.3 If the steps required by Sub-paragraph 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

6.4 If neither cure nor termination as set forth in Sub-paragraphs 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.

6.5 Without limiting the requirements of Sub-paragraph 6.1, the agreement required by Sub-paragraph 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.

6.6 Without limiting the requirements of Sub-paragraph 6.1, agreement required by Sub-paragraph 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Sub-paragraph 18.4.

6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Sub-paragraph 6.1.

6.8 Sub-paragraphs 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in

the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDED OF PROTECTED HEALTH INFORMATION

8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a

written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Sub-paragraph 9.1 shall include:

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Sub-paragraph 9.1, Business Associate shall document the information specified in Sub-paragraph 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in

accordance with Sub-paragraph 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and

(e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Sub-paragraph 13.1 and/or to establish the contact procedures described in Sub-paragraph 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by Sub-paragraph 13.1 or in establishing the contact procedures required by Sub-paragraph 13.1.2.

14. INDEMNIFICATION

14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

14.2 Sub-paragraph 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase

Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF A COVERED ENTITY

15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sub-paragraphs 2.3, 2.5, and 2.6.

16. TERM

16.1 Unless sooner terminated as set forth in Sub-paragraph 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

16.2 Notwithstanding Sub-paragraph 16.1, Business Associate's obligations under Sub-paragraphs 4.1, 4.2, 5.1, 5.2, 6.1, and 9.1, 10.1, 11.1, 11.2, and 18.1 to 18.4 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party

has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DEPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

18.1 Except as provided in Sub-paragraph 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

18.2 Destruction for purposes of Section 18.2 and Section 6.1.2 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Sub-paragraph 18.1, in the event that Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal

responsibilities, Business Associate may retain that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sub-paragraphs 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Sub-paragraph 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or

without payment, that gives rise to Contractor's status as a Business Associate, as provided for in Sub-paragraph 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Sub-paragraph 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

19.6 Sub-paragraph 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate

Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.

20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.

20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.

20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

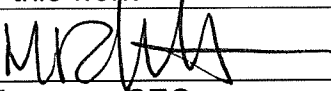
Signature

Date

Name and Title of Signer (please print)

SOLE SOURCE CHECKLIST

Community Partners

Check (√)	JUSTIFICATION FOR SOLE SOURCE PROCUREMENT OF SERVICES Identify applicable justification and provide documentation for each checked item.
√	➤ Only one bona fide source for the service exists; performance and price competition are not available.
	➤ Quick action is required (emergency situation)
	➤ Proposals have been solicited but no satisfactory proposals were received.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	➤ It is most cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is the best interest of the County (e.g., administrative cost savings, too long a learning curve for a new service provider, etc.).
√	<p>➤ Other reason. Please explain:</p> <p>Community Partners has served as the fiscal sponsor of the Los Angeles Food Policy Council (LAFPC) since its creation, and was supported by the City of Los Angeles in January 2011 to advance the mission of building a Good Food system for all of Los Angeles. LAFPC is the only entity that operates the Healthy Neighborhood Market Network's (HNMN) Cooperative Purchasing Project in the City of Los Angeles.</p> <p>The Healthy Neighborhood Market Network's Cooperative Purchasing Project, a project of LAFPC, empowers small neighborhood market owners in underserved "food desert" communities to incorporate fresh fruits and vegetables into their businesses, a promising strategy designed to increase access to and consumption of fresh fruits and vegetables in the community. Through this network, the LAFPC has engaged many neighborhood market owners in low-income communities, for example, through multi-lingual training events to connect store-owners with available resources. In 2013, over 160 neighborhood market owners and food entrepreneurs in South Los Angeles and Boyle Heights participated in these training events. The Centers for Disease Control and Prevention requires and has approved funding to support the expansion of this neighborhood marketing network strategy. The LAFPC is the only entity in the City of Los Angeles that operates this neighborhood market network and has the support of the City Mayor's Office to do this work</p>
	<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">  Manager, CEO </div> <div style="text-align: center;"> dK 2/18/15 Date </div> </div>